

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, August 29, 2022

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/88175433819>

Meeting ID: 881 7543 3819 **Password:** 681382 **Dial into meeting:** **+1 646 558 8656**

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve minutes of August 3, 8 and 22, 2022
3. 6:31 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:33 Daughters of the American Revolution (Nancy Kay Maleno)
 - Request for Constitution Week Proclamation
5. 6:40 Electricity and Gas Supply Contract Options/Bids (Ken McCance, Yolon Energy)
 - Consider Natural Gas Bids
 - Consider Electricity Bids
6. 7:00 FY20 CDBG Budget and Program Revision Request (Brian McHugh, FCRHRA)
 - Transfer \$2,820 in uncommitted Hillcrest playground design fees to housing rehabilitation construction activity
7. 7:05 Assistant Town Administrator Hiring (Greg Garrison)
 - Consider recommended finalists, Kevin Flynn and Walter Ramsey
 - Discuss next steps
8. 7:20 Community Planning for Solar Initiative, (Sally Pick and Chris Mason)
9. 7:30 Update on EDIC's 38 Avenue A Development Efforts (Walter Ramsey)
10. 7:40 Consider FirstLight request for extension of FERC settlement talks (Steve Ellis)
11. 7:50 Consider freeze on Cannabis Impact Fee-related spending (Steve Ellis)

Montague Selectboard Agenda
VIA ZOOM
Monday, August 29, 2022

12. 8:00 Executive Assistant's Business
- Review logistics for September 12 Selectboard Meeting
 - In-person or remote
 - 6pm executive session
13. 8:05 Town Administrator's Business
- Execute Agreement with Wright-Pierce for On-Call Engineering Services
 - Grant Town Administrator authority to award bid for Town Hall roof
 - Topics not anticipated in the 48 hour posting period
14. 8:15 Executive Session under G.L. c.30A, §21(a)(3) to discuss strategy with respect to Collective Bargaining (NAGE, UE), Votes may be taken

OTHER:

- The Turners Falls Power Canal service outage will take place Monday, September 19, 2022 through September 24, 2022
- FCSWMD Hazardous Waste Collection Day

Next Meeting: Selectboard, Monday, September 12, 2022 at 6:30 PM

WendyB-Montague Selectboard

From: Nancy Maleno <[REDACTED]>
Sent: Friday, August 19, 2022 3:26 PM
To: WendyB-Montague Selectboard
Subject: Proclamation request for Constitution Week 2022

Dear Mr. Kuklewicz,

My name is Nancy Kay Maleno and I am a member of the Betty Allen Chapter of the National Society of Daughters of the American Revolution. The Betty Allen Chapter is located in Northampton, at 148 South St; we meet once a month on the fourth Tuesday of the month. As a member of the DAR, I am also the chairman of the Constitution week committee. As such, I thought it would be nice to have the Montague to part take in honoring this amazing document in the autumn. In 1955, the DAR petitioned the 84th Congress of the United States with a resolution to recognize this week of observance for the foundation of the American form of government. The resolution to recognize the week of 17th-23rd of September as Constitution week was signed into law by President Dwight D. Eisenhower on the 2nd of August 1956.

I am requesting a short meeting at your convience to discuss the week of September 17-23 which is the Constitution week across this county.

Thank you for your time,

Nancy Kay Maleno

Chair of Constitution Week—Massachusetts NSDAR
 Chair Constitution Week —Betty Allen Chapter NSDAR
 State Photographer—Massachusetts NSDAR

Bay Path University—Liberal Arts 2013
 Westfield State University-Masters in History Education—2023

~~Aloha~~

“Come forward, be in unity and harmony with your real self, with God, and with humankind. Be honest, truthful, patient, kind to all life forms, and humble. ...to the Hawaiians of old, Aloha meant ‘God in us.’” —Fr. David Bray.

[REDACTED]



The Town of
MONTAGUE, MASSACHUSETTS

A PROCLAMATION

WHEREAS: September 17, 2022, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

THEREFORE We, Christopher Boutwell, Richard Kuklewicz, and Matthew Lord, by virtue of the authority vested in us as the Selectboard of the Town of Montague do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, We have hereunto set our hand and caused the Seal of the Town of Montague to be affixed this _____ day of _____ of the year two thousand twenty-two.

Signed: _____
Christopher Boutwell

Richard Kuklewicz

Matthew Lord

SEAL

Attest: _____

Budget and Program Revision Form

Community/Grantee: MONTAGUE	Original Award: \$675,519
Program Name/Year: CDF-G-2020-MONTAGUE Grant #:00896	Revision #: B-4 P-number (program revision) B-number (budget revision) E-number (extensions)
Contract End Date: 09 / 30 / 22	Date Revision Submitted: 08 / 30 / 22

This request is for the following change(s). Grantee check all "Requested" that apply; DHCD will initial those that are approved in the approved column

Grantee Requested	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	DHCD Approved
	Budget Amendment to increase the grant award to \$ _____	
	Budget Revision for:	
	<ul style="list-style-type: none"> Change in administrative dollars 	
X	<ul style="list-style-type: none"> Transfer of funds from construction to non-construction or vice versa 	
	<ul style="list-style-type: none"> Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000 	
	Program Extension (to increase period of availability of funds/period of performance) to ____ / ____ / ____	
	<ul style="list-style-type: none"> This extension will extend period of performance beyond the end of the term of the current grant agreement 	
	Program Revision for:	
	<ul style="list-style-type: none"> Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served. 	
	<ul style="list-style-type: none"> Changes in key personnel 	
	<ul style="list-style-type: none"> For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award 	
X	<ul style="list-style-type: none"> Other, specify: To move \$2,820.00 in uncommitted 6K Design fees into 4C Housing Rehab Construction activity. 	
This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that the revision or extension requested is not approved unless and until this form is countersigned as "approved" or "approved with revisions" by The CDBG Program Director and returned to me.		
		Richard Kuklewicz; Selectboard Chair
Authorized Signature for Grantee:	Date 08 / 29 / 22	Print Name & Title:

Assistant Town Administrator Interviews

August 10, 2022

Candidates:

Click name to be linked to Vimeo recording

- [Kevin Flynn](#)
- [Walter Ramsey](#)

Interview Questions w/Average Scores

1. Please share what motivated you to apply for this job now, at this point in your career. Share your qualifications and how this job fits into your long-term professional goals.
Flynn: 8.4 Ramsey: 9.4
2. One of the ATA's first priorities will be to lead development of a capital plan for facilities and infrastructure. How would you approach that task and how would you approach prioritization of projects?
Flynn: 8.6 Ramsey: 9.1
3. Grant writing will be a major component of this job. What techniques have supported your success as a grant writer? Feel free to reference past grant applications to illustrate these effective or innovative approaches
Flynn: 8.9 Ramsey: 9.3
4. With successful grant writing comes grant management and funded projects do not always go smoothly. Share a particularly messy grant-funded project that you had to manage and you learned through that experience.
Flynn: 8.1 Ramsey: 9.1
5. Montague wants to encourage housing and economic growth, but in a thoughtful fashion that ensures good long-term outcomes and preservation of community character. What are your thoughts on how municipal process, zoning, regulation, and codes can best support those goals?
Flynn: 7.3 Ramsey: 8.9

6. Many people feel disconnected from their local government. We want to engage citizens as we plan and execute major initiatives. Please share your experience with community engagement and what you consider to be best practices for engaging diverse stakeholders.

Flynn: 7.0

Ramsey: 9.3

7. What do you feel are the most compelling community and economic development challenges for communities such as Montague? How can we best address these challenges?

Flynn: 7.4

Ramsey: 9.1

8. Montague comprises five villages, each with its own character and needs. What challenges and opportunities might this present the ATA for community and economic development, facilities, and infrastructure?

Flynn: 6.6

Ramsey: 9.4

9. This role will necessarily require close collaboration with department heads, including those on this interview panel. Please share your experience as a collaborator with people in comparable roles and give us insight into how you have approached such collaborations.

Flynn: 7.7

Ramsey: 8.7

10. Professional growth can be a rocky path, but we sometimes learn the most from adversity. What are some of the most important lessons you've learned through your experience planning and managing major projects?

Flynn: 7.3

Ramsey: 8.7

11. What do you see as the most important trends in technology for municipal management, particularly as it relates to the work described in the ATA position description?

Flynn: 6.9

Ramsey: 9.1

12. How could you assist the Town of Montague in managing its environmental impact? How would you measure that management

Flynn: 5.0

Ramsey: 9.7

13. We've asked you a lot of questions, but we are also interested in hearing your questions about the position and the Town. Please feel free to ask those now.

Flynn:

Ramsey:

*This question was not scored

Assistant Town Administrator Interviews

August 10, 2022

Candidates:

Click name to be linked to Vimeo recording

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- [Walter Ramsey](#)

Interview Questions

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2. One of the ATA's first priorities will be to lead development of a capital plan for facilities and infrastructure. How would you approach that task and how would you approach prioritization of projects?
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- 11. What do you see as the most important trends in technology for municipal management, particularly as it relates to the work described in the ATA position description?**
- 12. How could you assist the Town of Montague in managing its environmental impact? How would you measure that management**
- 13. We've asked you a lot of questions, but we are also interested in hearing your questions about the position and the Town. Please feel free to ask those now.**

Kevin Flynn

135 Blake Corner Road
Phillipston, MA 01331
978-514-0519
consultflynn@gmail.com

July 26, 2022

VIA EMAIL: WendyB@montague-ma.gov

RE: Montague Assistant Town Administrator

Dear Ms. Bogusz,

I write to apply for the position of Montague Assistant Town Administrator.

For over 25 years, I have served municipal government in central Massachusetts in both the public and private sector. I have extensive experience in municipal management, both as a town administrator and a public manager of municipal departments. As an assistant town administrator, I can bring broad experience across municipal government, particularly in strategic planning, procurement, project management, personnel management, and grant-making through securing millions of dollars in grant aid for communities through grant programs such as CDBG, USDA, HOME, MassWorks, EPA, HUD, and EDA grants. In Sandisfield I was called upon to refill several key department head positions and stabilize operations after a mass exodus of seasoned employees, close out charges of ethics violations with the state, bring an end to a year-long million dollar backlog of tax collections, and instituted standard procurement rules. In Phillipston I implemented the town's first wage classification plan and personnel system, and obtained and supervised funding for multimillion-dollar road, accessibility, historic preservation and conservation projects. I also obtained over \$5 million in grant funds for the town, recently highlighted in the *Athol Daily News*, including state funding to install our first comprehensive, centralized computer, phone and internet system. I also previously served as Town Administrator in Barre, MA, where I standardized the budget and procurement processes, and by careful bidding I reduced legal, property insurance and utility costs annually by 75%, 12%, and 10%, respectively. I am state certified in public procurement.

I have a talent for explaining difficult or complex matters in a way that everyone can understand, and a calmness and sense of humor that helps diffuse difficult situations. For me, it's important to be able to effectively communicate complex ideas and projects so that everyone, public official and everyday citizen, can understand and make informed decisions about challenging and significant issues critical to the vitality of a community. I am also passionate about finding ways to improve service delivery and transparency in government.

I am uniquely well prepared and knowledgeable. Let me use my proven skills and experience to help Montague boost economic and community development, facilitate a collaborative relationship across departments and with the public, and secure grant aid to bring greater prosperity to Montague.

All the Best,


Kevin Flynn

EXPERIENCE

2021 – present *Town Manager (Interim)* *Town of Sandisfield*

- Selected to fill the newly revised position of Town Manager (replacing Town Administrator) with full management power and responsibility for operations of this Berkshire hill town of 54 square miles with 95 miles of roads. Supervise municipal employees, serve as Chief Procurement Officer, Personnel Officer, introduced financial revenue and expenditure projections, Chair Capital Planning Committee, craft annual budget, revise personnel policies and procedures, financial controls.

2017 – 2021 *Chief Administrative Officer* *Town of Phillipston*

- Manage daily operations of town with \$4.8 million budget; supervision of all departments; chief procurement officer (MCPPO), personnel officer; develop annual budget; created and implemented town's first classification and compensation plan, and financial management policies; wrote major update of personnel policies; introduced Phillipston Open Checkbook online website monthly expenditure report; obtained over \$5.4 million in grants for road improvements, Town Hall accessibility, historic and conservation projects, IT upgrades; reorganized office space to create Permitting Center.

2010 - present *Private Consultant*

- Provided planning, community development, grant writing and grant administration services to municipalities and regional planning agencies. Managed over \$15 million in grant funds, including USDA, MassWorks, CDBG, HUD, Brownfields, Abandoned Buildings Preservation, and Historic Preservation.
- Assisted fifteen central Massachusetts communities including Phillipston and Royalston through direct contracts and as consultant to Central Massachusetts Regional Planning Commission.

March 2011 – December 2014 *Montachusett Regional Planning Commission; CD Director*

- Responsible for managing community development projects and grant writing and administration for a 22 community region, including CDBG, USDA, HOME, MassWorks, EPA, HUD, EDA programs.
- Currently administering CDBG programs for Ashby, Dartmouth, Phillipston, Royalston and Townsend (housing rehab, infrastructure, financial literacy, ADA design, housing production planning).
- Plan, coordinate and direct affordable housing development projects for Montachusett Enterprise Center, Inc. agency's nonprofit affiliate.

Jan. 2009 – 2010 *Marlborough, Massachusetts - Community Development Authority;
Executive Director*

- Direct special purpose government agency, which combines the powers and functions of a redevelopment authority, housing authority, and community development department for a city of 39,000.
- Oversee and administer 227 units of senior housing, 135 Housing Choice Vouchers, 35 Massachusetts Housing rental Vouchers, \$3 million of CDBG, NSP, Abandoned Buildings Preservation grants.
- Applied, awarded and managed \$900,000 in Neighborhood Stabilization Program funds and \$150,000 from the Massachusetts Attorney General's Office to purchase and rehab foreclosed properties to preserve affordable housing.
- Consolidate agency divisions operations into a single entity, hiring one-half of staff, implementing public housing modernization program valued at over \$2 million.
- Worked with neighborhood groups and private nonprofits to create revitalization incentives for private redevelopment investment in residential and commercial areas. Developed and funded new commercial rehabilitation (sign and façade) program.

2008 – 2009 *City of Gardner, Massachusetts; Economic Development Coordinator*

- Responsible for the city's economic development activities, including Brownfield redevelopment, managing a revolving loan fund, marketing, site selection and coordinating permit processes.
- Established this new office as the city's point of contact for economic development activities, including managing the city's revolving business loan fund, promotion and outreach to business and organizations, and to state and federal agencies.
- Pursuant to MGL Chapter 43D, obtained state approval of three Priority Development Sites and technical assistance grant to implement expedited permitting. Completed and received approval for Tax Increment Financing proposal for a \$2 million expansion of local home improvement products manufacturer, including expansion in one of the city's industrial parks.
- Compiled inventory of local businesses for targeted assistance outreach program and business retention efforts, including the preparation of marketing materials. Planned and coordinated series of official site visits to local businesses to draw attention to successful entrepreneurs.
- For the first time the city was represented at trade shows as a marketing tool to present the city's resources to a broad audience and to attract new investment.

2006 – 2008 *Town of Barre, Massachusetts; Town Administrator*

- Chief administrative officer for a community of about 6,000 with an annual budget of \$9.6 million (\$4.3 million general government). Cleared a 7-year backlog of outstanding audit issues by implementing procedural changes and employee training. Established senior tax work off program. Cut legal expenses by 75% by managing use of town counsel services.
- Resolved an outstanding compliance order with DEP resulting in cancellation of the financial penalty without cost to the town. Completed update of ADA Self Evaluation to comply with audit finding. As Chief Procurement Officer, implemented consolidated service contracts and competitive purchasing that saved over \$12,000 annually in fuel contracts alone. Successfully sponsored bylaw changes to expedite procurement.
- As Personnel Administrator, hired or promoted: police chief, library director, service employees in DPW (2), library (3), Selectmen's Office (1), Board of Health (1), and ambulance (2) personnel. Reduced property insurance premiums by \$9,000 annually or about 12%, and town hall utility costs by about \$6,000 annually, or about 10%. Reclaimed more than \$65,000 in back loan payments.

2005 – 2006 *Town of Greenfield, Massachusetts; Director of Planning and Development*

- Reorganized and re-staffed the municipal planning and community development office, replacing seven full time positions with four full time equivalents, while upgrading services and increasing grant revenues.
- Managed over \$1.25 million of Community Development Block grant (CDBG) funds; a \$500,000 regional revolving loan fund; \$250,000 in EPA Brownfield mitigation grants.
- Targeted \$600,000 in CDBG funds to street and sidewalk improvements. Identified and successfully obtained \$1.148 million Flood Mitigation Assistance and Urban Self Help grants for land acquisition.
- Directed professional staff support to the Planning Board, Conservation Commission, and Zoning Board of Appeals, and chaired the staff project review/enforcement oversight group.

2002 – 2005 *Town of Winchendon, Massachusetts; Director of Planning and Development*

- Established a consolidated department to support the Planning Board, Zoning Board of Appeals and Redevelopment Authority, to manage the Community Development Block Grant program and other municipal grant activities, and to spearhead municipal development efforts.
- Inaugurated a Development Review Committee to provide early contact and communication between applicants and municipal review boards and departments for cross-permitted projects. Obtained Phase I site assessments of Brownfield parcels to facilitate their potential redevelopment.
- Prepared and implemented successful Community Development Block Grant \$3 million applications for numerous projects including road reconstruction, housing rehabilitation, first time homebuyer training and down payment assistance, parking lot design, and downtown revitalization.
- Authored successful state and federal funding applications for design and construction of local segments of the North Central Pathway, a 16-mile bike trail linking Gardner and Winchendon.
- Administered the town's grant funded Septic Betterment program.

2001 – 2002 *Town of Southbridge, Massachusetts; Economic Development Director*

- As the first economic development officer for this community of 17,000, promoted local business expansion by providing technical assistance, coordinating permitting and project reviews by municipal departments, and serving as single point of contact with state and federal agencies and programs.
- Negotiated local tax incentives on behalf of the municipality. Reorganized the downtown partnership organization to achieve the revitalization of the historic business center. Received \$1.2 million Community Development Block Grant, which for the first time included over \$200,000 for downtown revitalization projects. Developed promotional materials to market Southbridge, foster community pride and increase regional presence.
- Negotiated acquisitions and sales of municipal property to improve finances and reduce non-performing assets. Managed grants for public works projects, property rehabilitation, handicapped accessibility and programs of training and public assistance.
- Working with Town Manager and Finance Director developed a multi-year municipal capital improvement plan with revenue sources to support new fire station and Public Works center, vehicle and equipment purchases.

1995 – 2001 *City of Gardner, Massachusetts / Gardner Redevelopment Authority; Assistant Director / Assistant Grants Administrator*

- Managed grants programs for a city of 21,000 (39,000 regionally) including all aspects of preparation and implementation of projects; provided professional staff support to City Planner and Planning Board, including review of subdivisions, site plans and zoning amendments; and to Gardner Redevelopment Authority, owner of the city's industrial parks.
- Obtained \$1 million plus in federal grants and provided administrative oversight to regional small business loan program, and managed the City's commercial and housing rehabilitation programs. Obtained state designation of Economic Opportunity Area sites, and prepared and secured approval of tax incentive plans to encourage business expansion in the city.
- Represented the department on the city's Development Review Committee, an interdepartmental panel that reviewed proposed industrial, commercial and subdivision projects. Represented the City at regional and state conferences and meetings. Served as the City's liaison to downtown partnership organization. Conducted public meetings and hearings.
- Obtained funding for and administered sign and façade programs, micro business assistance, and downtown streetscape and reconstruction programs, which benefited dozens of business and property owners in the downtown target area.
- Secured over \$2.2 million in grant funds for housing rehabilitation, business support services, construction of 2 municipal parking lots, road reconstruction, and handicapped accessibility improvements. Secured \$525,400 in grant funding to complete runway safety and drainage improvements at municipal airport. Secured \$185,000 in grant funds to pay for demolition of abandoned buildings that threatened public health and safety.

EDUCATION

1986	Yale University Doctoral Studies (ABD); Master of Arts, Political Science/Public Policy
1980	Drew University Master of Arts, Political Science
1979	Drew University Bachelor of Arts, Political Science
1978	Certificate, London School of Economics ▪ Concentration – Local Government

PROFESSIONAL DEVELOPMENT AND AWARDS

- Commonwealth of Massachusetts Inspector General's Office – Certified in Procurement
- Notary Public
- Small Town Administrators of Massachusetts
- Massachusetts Municipal Managers' Association
- Massachusetts Municipal Human Resources Association
- Society for Human Resource Management
- International City Managers Association
- Northeastern Economic Developers' Association
- Massachusetts Economic Development Council
- Massachusetts Association of Planning Directors
- Mass Housing Institute – Certificate in Affordable Housing Development
- National Development Council – Certificate in Economic Development Finance
- National Council for Urban Economic Development – Certificate in Real Estate Development
- American Public Works Association – Certificate in Planning and Financing Capital Improvements
- Lincoln Land Institute, Cambridge – Certificate in Open Space and Conservation
- Framingham State College – Certificate in Land Use and Development
- University of Massachusetts Extension Service, Citizen Planner Training Cooperative – Certificates in subdivision control, zoning, special permits, ANR, site plan review, variances.
- American Planning Association, National and Massachusetts Chapters
- Past President, Greater Gardner Community Development Corporation
- Certified ISO / NIMS 100 and 700
- Proficient in Windows and Linux environments, Word, WordPerfect, Excel, Lotus, Access.

Professional references available upon request

Grants Experience

Bold italics Indicates multiple awards/projects

CARES Act

Community Development Block Grant (CDBG)

Community Preservation Act

CDBG Ready Resource Fund

CDBG Economic Development Fund

CDBG Downtown Partnership Program

Massachusetts Aeronautics Commission

Federal Aviation Administration

MassWorks

Massachusetts Cultural Facilities Fund

Community Compact Information Technology

Community Compact Regionalization

CDBG Housing Development Support Program (HDSP)

Abandoned Buildings Demolition

FEMA Flood Mitigation

Public Works Economic Development (PWED)

Mass DEP Title 5 Septic System Repair

Recreational Trails

Greenways and Trails

US EPA –MRBRI Brownfields Assessment

SCA Forest & Parks Americorps

Mass Technology Collaborative

Wal-Mart Corporation

Robinson Broadhurst Foundation

Massachusetts Environmental Trust

USDA Community Facilities

Massachusetts Attorney General Distressed Properties Revitalization Program

Massachusetts Preservation Projects Fund (MPPF)

Mass ReLeaf

Urban Land Institute Technical Assistance

DHCD Peer-to-Peer

Cultural Council

Council on Aging

University of Massachusetts Technical Assistance

Federal Highway Administration-Transportation and Community Systems Program (FHWA-TCSP)

Smart Growth Technical Assistance

Neighborhood Stabilization Program (ARRA Stimulus)

Energy Conservation

Massachusetts Attorney General Abandoned Buildings Preservation Program

National Grid Energy Efficiency

Heritage Landscape Program

Urban River Visions

Municipal Incentive Grant (MIG)

MGL43D Priority Development Grant
Urban Self Help Program
Self Help Program
Underground Storage Tank
Land Acquisition for Natural Diversity (LAND)

Walter F. Ramsey, AICP

15 Davis Street Turners Falls MA

July 21, 2022

Members of the ATA Hiring Committee,

As a loyal employee of the Town of Montague, I am excited to formally apply for the position of Assistant Town Administrator. As the leader of the Planning Department for over 12 years, I have demonstrated my ability to learn quickly, adapt, and exceed expectations. During my tenure I have mastered the requisite administrative skills, honed my interpersonal abilities, and subsequently helped solidify Montague's growing reputation as a premier destination to live and work in the Pioneer Valley. In the past few years, I have had the opportunity to sharpen my leadership skills, having taken professional development trainings, onboarded a full-time employee, and assumed oversight responsibilities of increasingly complex public works projects and public-private partnerships.

As a town leader that works for and in close alignment with the Selectboard's Office, I possess a comprehensive understanding of the requirements of the ATA position. I also understand the weight of expectation that comes with the creation of this new position. I am confident that the skills that I have developed and my deep contextual knowledge of Montague will allow me to excel in the position with rapid effect.

My tenure as planner has proven my aptitude for cross-departmental collaboration and leadership. I have had the opportunity to spearhead a collaboration with virtually all municipal departments. The special municipal programs that I manage such as Green Communities, Municipal Vulnerabilities Preparedness, Complete Streets, and RiverCulture Programs have deployed important policy changes and physical improvements that will prepare the community for the future. These programs require communication and understanding across municipal departments as well as buy-in from the community. The Departments that I most closely collaborate with (DPW, Building, Selectboard, and Parks) have all expanded their capacity to deliver services due to technical assistance that I have provided or external resources that I have targeted to advance their department goals.

On a more personal note, Montague is where I reside. It is where I have chosen to settle my family and where I send my children to school. My family, like many of yours, will live with the results of actions coming out of Town Hall. I want to be part of the leadership team that facilitates Montague's evolution into a resilient and inclusive community. For me, the ATA position is an enticing opportunity to advance my professional career while continuing to serve the Town of Montague. I thank you in advance for considering me for the position.

Sincerely,



Walter Ramsey

Walter F. Ramsey, AICP

15 Davis Street Turners Falls, MA
508 887 5920 – walter.f.ramsey@gmail.com

EDUCATION:

UNIVERSITY OF MASSACHUSETTS AMHERST

- **Master of Regional Planning, 2010**
Department of Landscape Architecture and Regional Planning, Community Planning Concentration
Graduate Community Service Award for food desert thesis fieldwork in Holyoke, MA
 - **Bachelor of Arts, *Summa cum laude*, 2008**
Department of Geosciences, Major in Urban Geography
 - **8 Course Undergraduate Certificate Program in Public Policy and Administration, 2008**
-

PROFESSIONAL EXPERIENCE:

TOWN PLANNER/ MEDIC COORDINATOR, Montague, MA

Feb 2010- Present

Montague Planning and Conservation Department

- Provide professional staff support to Planning Board and Conservation Commission and Economic Development & Industrial Corporation. Conduct staff technical review for all site plans, special permits, conservation permits, and project proposals
- Provide additional technical assistance to Selectboard, Zoning Board of Appeals and other Departments/Board to assist with the implementation of municipal plans and policies.
- Develop town plans, policies, and bylaws pertaining to land use, quality of life, and economic development in close coordination with the Montague Selectboard and Town Administrator.
- Directly supervise one full time assistant planner.
- Manage cross-departmental municipal programs including Green Communities, Municipal Vulnerabilities Program, and Complete Streets and RiverCulture.
- Secure and deploy grant funding for planning, design, and public construction projects. \$10M+ to date
- Oversee grant funded public construction projects through all development stages: planning, design, financing, right-of-way, permitting, procurement, construction management.
- Routinely procure and manage vendors such as planners, architects, engineers, lawyers, contractors.
- Facilitate disposition process and development of municipal real estate for community and economic benefit.
- Foster consensus among community, stakeholders and regulators on important community issues such as mill redevelopment, new municipal facilities, downtown revitalization, FERC re-licensing, industrial development, and land conservation.

Internships and Part-time experience: Town of Leverett, City of Holyoke, Capitol Region Council of Governments (CT), Denali Commission (AK), and the City of Northampton.

PROFESSIONAL DEVELOPMENT AND RECOGNITIONS:

- Member of the American Institute of Certified Planners (2013-Present)
- MA APA Outstanding Planning Project Award (2013): Downtown Turners Falls Livability Plan
- Mass Certified Public Purchasing Official Training: Public Contracting Overview (2019) and Real Property Seminar (2021)
- Smart Growth America/ LOCUS Opportunity Zone Academy Cohort (2019)
- Mass Municipal Human Resource Supervisory Leadership Development Program (2020).
- Provide frequent presentations/workshops to professional planning and advocacy associations, citizens groups, and local universities. Topics have included rehabilitation of abandoned properties, zoning, placemaking, historic preservation, indigenous reconciliation, complete streets, and downtown redevelopment.
- Mass Municipal Association/ Suffolk University Graduate Level Certificate Program in Public Administration (Enrolled- Completion anticipated May 2023)

Walter F. Ramsey, AICP

PROFESSIONAL WORK EXAMPLES

The following is a list of initiatives within Montague that I have assumed a leadership or management role in. The roles I played or tasks I featured in are shown in italics.

Economic Development

- *Sandy Lane Solar/Industrial Park: Master planning for 152 acre parcel, procurement for 8MW solar lease, permitting, landfill capping under a public-private partnership, development of FRTA lot, and planned reconstruction of Sandy Lane.*
- *Airport Industrial Park: Facilitated disposition of 4 lots for development and permitting for over 10 commercial expansions or new construction activities in the park. Helped bring middle mile broadband into the park and updated signage.*
- *Sale of former DPW Garage into a multi-tenant light industrial makerspace: Site planning, brownfields assessments, real estate disposition.*
- *Planning for Solar, battery energy storage, and cannabis: Analyze opportunities, facilitate local regulatory changes and public process, build customer relationships. Resulted in over 10MW of solar and 4 new cannabis-related businesses.*
- *Strathmore Mill site re-use preparation: Facilitated future re-use through various assessments as well as project management for \$750,000 of abatement and cleanup work primarily funded by grants obtained by the Planning Office.*
- *Canal District: Master Planning for 16 acre district, site preparation, permitting, marketing, pre-development, grantmaking.*

Community Development

- *Downtown Turners Falls Streetscape and Spinner Park revitalization: Conceptual planning, design, multi-phased construction using a variety of external fund streams.*
- *Unity Skate Park: grant making to cover 60% of project costs, final design, and procurement.*
- *Shea Theater revitalization: Facilitated transition to new management at theater and managed capital improvements using grant funds.*
- *Millers Falls Powers Block historic rehabilitation into 9 units of housing and 3 storefronts: Site Planning, brownfields assessments, permitting, real estate disposition.*
- *Montague Center School Redevelopment into 22 units of net-zero housing: Site planning, permitting, real estate disposition.*
- *RiverCulture Program for Creative Economy: Oversight of Director, Facilitated transition to a sustainable partnership model with town support (Currently in its 15th year).*
- *Great Falls/ Wissattennewag Battle Study funded by National Park Service: Grantmaking, project management, and coalition building of five tribes and historic commissions. Honoring the 2004 Reconciliation Accord.*
- *Development of walking trails in Millers Falls and on Dry Hill in Montague Center: planning, grantmaking, permitting, project management.*

- Millers Falls National Register Historic District Designation: *Coalition building and project management. This action helped save the Powers Block and old hotel.*
- Turners Falls Cultural District Designation: *Coalition building of downtown partnership.*

Municipal Infrastructure and Capital Projects

- Chestnut Hill Loop Bridge Replacement: *Grantmaking, design, permitting, procurement, project management.*
- Sidewalk network gap + Complete Streets projects throughout town: *planning, Grantmaking, design, permitting, procurement, project management.*
- Greenfield and Hatchery Road Reconstruction: *Permitting, right-of-way.*
- Millers Falls Road Bank Stabilization: *Grantmaking, design, permitting, procurement, project management.*
- Montague City Road Bike Path Crossing: *design, permitting, right-of-way.*
- Canal District Gateway Enhancement Project: *Grantmaking, design, permitting, procurement, project management.*
- Green Communities HVAC and Lighting projects at Shea Theater, MCWF, libraries, Sheffield School, Town Hall, and Public Safety Complex: *Grantmaking, design, permitting, procurement, oversight. As a result, Municipal energy use has been reduced by 26% from 2008 baseline levels.*
- New Public Works Facility: *Site selection, feasibility assessment, staff support to planning committee during planning phase for a successfully executed building project.*

Policy and Regulation Development

- Comprehensive Overhaul of Montague Zoning Bylaws (2019)
- First 40R Smart Growth Zoning District in Franklin County (2022)
- Zoning Bylaws related to solar, energy storage, accessory apartments, mixed-use, and cannabis.
- Comprehensive overhaul of Montague Subdivision Regulations (2017)
- Right to Farm Bylaw (2013)
- Public Tree Protection Bylaw (2021)
- Downtown Turners Falls Parking Study (2022)

Municipal Plans

- Canal District Master Plan (2022)
- Downtown Rapid Recovery Plan (2021)
- Downtown Turners Falls Livability Plan (2013) and Check-in report (2020)
- Millers on the Move Village Action Strategy (2018)
- Complete Streets Action Plan (2018)
- Montague Housing Plan (2015)
- Montague Open Space and Recreation Plan (2010, 2018)
- Montague Multi- Hazard Mitigation Plan (2011, 2019)
- MEDIC Economic Development Plan (2014, 2022)

Sandy Lane Solar Energy and Industrial Park



Skills/ Roles

- Master planning and pre-development work
- Manage RFP process
- Permitting support
- Deploy public-private partnership model to cap the “burn dump”

Outcomes

- Montague’s first solar development
- New municipal revenue source from 25 year lease
- Energy cost savings from power purchase agreement
- Legal closure an unused landfill by private sector partner
- Groundwork laid for future development of 163 acre area

26-34 East Main Street/ Millers Falls Revitalization



Skills/ Roles

- Pre-development due diligence involving brownfields, subdivision, and title work
- Manage RFP process and Land Disposition Agreement
- ZBA staff support
- Historic Preservation Planning to develop the Historic District Designation
- Developed “Millers on the Move Strategic Plan”

Outcomes

- Rehab of 3 blighted historic buildings into 9 units of housing and 3 storefronts
- Remediation of soils under laundromat building
- Catalyzed private sector investment into 5 adjacent village center properties
- Historic District Designation for Millers Falls
- Riverfront walking path

Montague Center School Redevelopment



Skills/ Roles

- Pre-development work and site planning
- Deploy RFP process and Land Disposition Agreement
- ZBA ,Planning , Conservation staff support through permitting phase

Outcomes

- 22 Net-Zero rental apartments
- Preservation of a historic building
- New revenue source for the Town

Unity Skatepark/ Second Street Revitalization



Unity Skatepark funded by a 2013 PARC grant

Skills/ Roles

- Master planning
- Grantmaking (Parc grant, CDBG, Shared Streets and Spaces)
- Project administration
- Strategic partnerships
- Integrated opportunities to connect the park to the neighborhood and bike park

Outcomes

- Franklin County's First Skate park
- Unity Park as a premier destination
- Transform the Second Street neighborhood which is now undergoing a wave of private investment on 4 formerly blighted properties adjacent to the park

Avenue A Streetscape Enhancements



Streetscape Enhancement at 102-108 Avenue A funded by a 2013 CDBG grant

Skills/ Roles

- Master Planning
- Grant Making
- Project administration

Outcomes

- Healthy, vibrant, and accessible streetscape
- New lighting that is safer and more efficient
- Private sector rehabilitation of properties adjacent to completed improvements (102-108 Avenue A)

Complete Streets Projects



Montague City Road funded by MassDOT TIP in 2016 (project designed by the Town)

Skills/ Roles

- Master Planning and design
- Policy development
- Grant Making
- Soup to nuts project administration

Outcomes

- 2+ miles of new sidewalks to connect gaps in existing network
- 5+ Rapid Flashing Beacons at the most dangerous crossings
- Bicycle accommodations on key corridors and safety improvements bike path crossings
- Completed Projects in Montague City, Montague Center, Turners Falls

Chestnut Loop Bridge/ Critical Infrastructure



Chestnut Hill Loop Bridge funded by a Small Bridge Program Grant in 2021

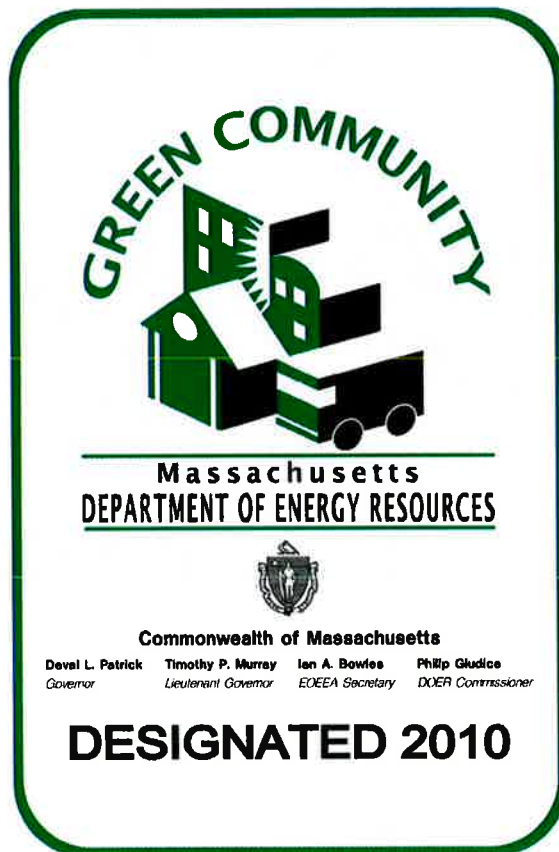
Skills/ Roles

- Grant Making
- Permitting
- Soup to nuts project development and administration
- Working closely with MassDOT and other Officials

Outcomes

- Replaced Chestnut Hill Loop Bridge (2021)
- Reconstructed Greenfield Road and Hatchery Road (2013)
- Repaired failed storm water overflow/ embankment at Millers Falls Road with a FEMA grant (2013)

Green Communities Program/ Energy Efficiency



Skills/ Roles

- Green Communities Program Administration
- Policy making
- Project development and identification
- Grant making (5 rounds)
- Soup to nuts project development and administration

Outcomes

- Recognized Leadership: One of the first designated communities in the State
- Reduced municipal energy consumption by over 25% from 2008 baseline.
- Implemented energy efficiency projects in over 9 municipal buildings
- Early deployment of public EV charging technology

Solar Planning Opportunity for Massachusetts Communities

UMass Clean Energy Extension is inviting interested towns to apply to participate in a no-cost solar planning process with support provided by UMass students.



WHAT: UMass will be assisting 5-10 communities with a no-cost solar planning process beginning in Fall of 2022, with support provided by advanced, motivated UMass students enrolled in a service learning [iCons Program](#) course and supervised and instructed by Clean Energy Extension (CEE) staff.

Over the course of two semesters, UMass students and staff will collaborate with participating towns to complete the steps of CEE's [Community Planning for Solar](#) toolkit (<http://ag.umass.edu/solarplanning>). These steps include conducting a solar resource and infrastructure assessment, identifying solar financing and ownership options and other potential community benefits, conducting a community solar survey to understand resident preferences, and preparing a *Community Solar Action Plan*.

WHEN: Town recruitment will be ongoing through Summer 2022. Student-assisted solar planning activities will be carried out in collaboration with town officials and volunteers from **September 2022 to May 2023**, with final project plans and documents anticipated to be delivered to towns in June 2023.

PARTICIPATING IN THE PROGRAM:

Interested communities should reach out to Zara Dowling (zdowling@umass.edu) with initial questions about the program.

In order to participate in the program, communities will ultimately be asked to:

1. **Obtain support from the Select Board or Town Manager** to participate in the planning process (e.g., a signed letter of support or Select Board vote) **and complete a brief application form.**
2. **Form a Solar Planning Committee** to participate in the planning process, provide a community perspective and local information, and review draft interim documents. This committee can be wholly new, can consist of representatives from other town boards, or can be comprised of an existing committee (e.g., an Energy Committee). However, we strongly encourage inclusion of diverse perspectives on the committee (see [Forming a Collaborative Solar Planning Team](#)). Note that while there is no cash cost to participate, communities will be asked to commit staff/volunteer time to the process.
3. **Commit to monthly or twice-monthly Committee meetings** as needed during the planning process to provide local support.
4. **Assign a point person from the Committee** to address student questions and provide guidance between Committee meetings.



Note that we will do our best to assist all interested communities, but staff and student constraints may limit the number of communities able to participate in this initial year.

QUESTIONS? Contact Zara Dowling (zdowling@umass.edu; 413-545-8516).



MONTAGUE PLANNING & CONSERVATION

ONE AVENUE A · TURNERS FALLS, MA 01376 ·
413-863-3200 EXT 112 — PLANNER@MONTAGUE-MA.GOV

MEMO

To: Selectboard
From: Walter Ramsey, MEDIC Coordinator
Date: 8/24/2022

RE: 38 Avenue A Marketing Strategy

I am writing to advise the Selectboard that the Montague EDIC, at their July 27 meeting, decided to employ the services of a local commercial real estate broker to market 38 Avenue A. The property is actively being listed for sale on the Pioneer Valley Multiple Listing Service (MLS ID#73024092) and other listing services. The listing price is \$40,000. This is the value based on a real estate appraisal that was completed in July 2022 using Community Development Discretionary funds approved by the Selectboard.

As the Board is aware, in May 2022 NEWCare withdrew their proposal for a 2 story commercial building at the property. This left the EDIC as the owners of the parcel back to square one in terms of redevelopment prospective for the property. There has been a sustained effort to redevelop the 0.35 acre property for over 20 years.

One of the powers of the EDIC under MGL 121 has is the ability to sell real estate including through brokers. It is worth noting that brokerage services have been used in the Airport Industrial Park in the past. The EDIC has decided that it would be prudent to test the market and increase exposure to potential developers by using a real estate brokerage service.

The EDIC has elected to work with Bill Martin of Greenfield Group Real Estate under a 4 month extendable listing agreement. Bill was selected based on his decades of experience in commercial real estate and ability to facilitate complex deals in a municipal context.

The EDIC is proceeding with sensitivity to the strategic importance of this property to the community. In order to target appropriate buyers, certain uses are prohibited and a Land Development Agreement is proposed in order to protect the town's interests and ensure follow-through by the developer. Accordingly, the property is being offered subject to the following conditions approved by the Montague EDIC:

Development Preferences

- *Mixed use with ground floor retail and housing on upper stories*
- *Structure up to 3 stories in height*
- *Business or medical offices, museum, governmental/institutional, residential,*
- *The Town envisions a project that will make a statement on this highly visible gateway to downtown Turners Falls. The building should have an attractive street presence, which includes not only the building's architecture, but landscaping and other site amenities. Building should be*

The Town of Montague is an Equal Opportunity Provider & Employer

finished with durable, high quality materials. The design should fit contextually with the Avenue A Streetscape in terms of building mass, number of stories, setbacks, and public access

Development Prohibitions

- *Drive-through*
- *Formula based retail business with a standardized façade*
- *Driveway Curb cut onto Avenue A*
- *Parking area fronting on Avenue A or Second Street*

Development Requirements

- *Buyer to remove existing 2,000 square foot single story structure*
- *Sale will be subject to a Land Development Agreement*
- *Buyer must be able to obtain all zoning and land use permits and project financing prior to exchange of property*
- *Department of Conservation and Recreation to sign-off on approved construction plans*
- *Central Business Zoning requires commercial use of the ground floor*

The EDIC is committed to a transparent and open process and will continue to consult with and inform the Selectboard as development proposals are received.

Respectfully,



Walter Ramsey, AICP

Montague Town Planner



Northfield Mountain Station
 99 Millers Falls Road
 Northfield, MA 01360
 Ph.: (413) 659-4489
 Fax: (413) 659-4469
 Email: alan.douglass@firstlightpower.com

Alan Douglass
 Regulatory Compliance Manager

August 9, 2022

Via Electronic Filing

Ms. Kimberly D. Bose, Secretary
 Federal Energy Regulatory Commission
 888 First Street, N.E.
 Washington, DC 20426

Re: Turners Falls Hydroelectric Project (FERC No. 1889), FirstLight MA Hydro LLC, Northfield Mountain Pumped Storage Project (FERC No. 2485), Northfield Mountain LLC, Status Update

Dear Secretary Bose:

On July 25, 2022, the Federal Energy Regulatory Commission (“FERC”) sent FirstLight a letter requesting the following *“Within 15 days from the date of this letter, please provide an update on the Licensees’ progress in reaching a settlement agreement and a schedule for filing the settlement agreement.”*

FirstLight is continuing to move forward with both the form and substance of a Comprehensive Settlement Agreement (“CSA”) for the Turners Falls Hydroelectric Project and Northfield Mountain Pumped Storage Project. As elaborated below, we have made substantial progress toward realizing this goal since our last progress report. We are continuing to work on a finite list of remaining issues with the goal of filing a CSA with FERC by December 31, 2022.

Since FirstLight’s last status update, filed on March 17, 2022, we have continued to consistently engage with federal and state resource agencies, local communities, environmental organizations, Native American Tribes, and other stakeholders (“the Parties”) on reaching a CSA. Below is a status update on activities:

- Agreement-in-Principle (“AIP”) documents were filed with FERC relative to whitewater flows, recreation, minimum fish flows and project operations, and the timing and types of fish passage facilities.
- A drafting group comprised of counsel from FirstLight and several other settlement participants has made substantial progress on the general terms and conditions of a CSA. FirstLight has also begun the process on an initial draft of proposed license articles and an explanatory statement for the CSA.
- Several meetings were held to develop a single Recreation Management Plan (“RMP”) for the two projects. A final RMP was completed and sent to the Parties on July 25, 2022. The RMP will be part of the CSA.
- Several meetings were held with the fish and wildlife agencies to develop an agreeable protocol to dampen the magnitude of Great River Hydro’s (“GRH”) Vernon Hydroelectric Project (FERC No. 1904) flexible operations discharges below FirstLight’s Turners Falls Project from July 1 through November 30. An agreement has been reached on this protocol.

- As reflected in the fish passage and flows AIP, Parties have reached agreement on the specific fish passage measures to be constructed and the timing of that construction. FirstLight and the agency settlement parties have exchanged proposals and met several times on fish passage performance metrics and adaptive fish passage management measures. FirstLight and the fish and wildlife agencies have made substantial progress and are hoping to narrow the remaining gaps in the coming weeks.
- FirstLight and interested Tribes have had productive discussions around Tribal interests over the last several months. FirstLight has a proposal pending and expects to receive a response within the next week. We will forward an AIP to FERC upon successful completion of these discussions.
- Discussions on shoreline erosion have been delayed due to the time needed to a) reach resolution of how FirstLight operations would dampen GRH's flexible operations at the Vernon Hydroelectric Project, and b) simulating these operations, along with the operations already agreed to in the AIP within a series of models. With this now finalized, FirstLight has run the three models (HEC-ResSim, HEC-RAS and finally the Bank Stability and Toe Erosion Model (BSTEM)) needed to determine causal influence relative to erosion. FirstLight is currently developing a letter report of the findings which it will circulate to the interested Parties in the next few weeks along with FirstLight's proposal.
- FirstLight has been negotiating off-license measures with certain Parties on a finite list of issues as part of a CSA.

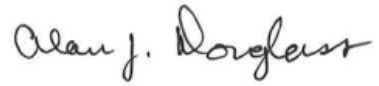
The Parties have advanced comprehensive settlement substantially since our last progress report. The outstanding items include:

- Attorney drafting group to complete language on general terms and conditions;
- FirstLight to finalize language for draft proposed license articles and explanatory statement and circulate it to the Parties for review and comment;
- Complete negotiation of off-license measures;
- Fishery agencies and FirstLight close the remaining gaps on performance metrics and adaptive management;
- FirstLight to consult with local Tribes to finalize an AIP;
- FirstLight to distribute an erosion causation letter report and initial proposal in August and set a schedule for negotiations with the goal of an erosion AIP by mid-October.

FirstLight continues to believe that a comprehensive settlement is the most expeditious way to get to a final license with terms acceptable to the majority of licensing stakeholders. Based on the progress we have made and the outstanding items, FirstLight believes a CSA is achievable and can be filed with FERC by December 31, 2022. See 18 CFR Section 5.29(g). FirstLight commits to keep FERC informed of the Parties' progress and will file a progress report with FERC on or before October 31, 2022. We thank FERC for its patience while FirstLight and the Parties work through the details of this highly complicated and detailed settlement.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink that reads "Alan J. Douglass". The signature is written in a cursive style with a large initial 'A' and 'D'.

Alan Douglass
Regulatory Compliance Manager



TOWN OF NORTHFIELD

www.northfieldma.gov
69 MAIN STREET
NORTHFIELD, MASSACHUSETTS 01360-1017

Ms. Kimberly D. Bose,
Secretary Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

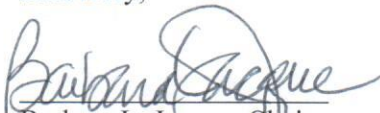
August 23, 2022

Re: Turners Falls Hydroelectric Project (FERC No. 1889), FirstLight MA Hydro LLC, Northfield Mountain Pumped Storage Project (FERC No. 2485)

Dear Ms. Bose,

On August 9, 2022, FirstLight filed a status update with the Commission describing work towards a comprehensive settlement agreement for the above referenced projects (Accession # 20220809-5118). Based on the progress towards settlement to date, the Town of Northfield does not oppose the schedule outlined by FirstLight, including the completion date of December 31, 2022.

Sincerely,


Barbara L. Jacque, Chair

[absent]
Heath F. Cummings, Vice-Chair


Bernard J. Boudreau, Clerk


Alexander R. Meisner

[absent]
Mary Bowen

Town of Northfield Selectboard



Connecticut River
Conservancy

Clean water. Healthy habitat. Thriving communities.

15 Bank Row, Greenfield, MA 01301
413.772.2020 · www.ctriver.org

August 18, 2022

Secretary Bethany Card
Executive Office of Energy and Environmental Affairs
100 Cambridge St, Suite 900
Commonwealth of Massachusetts
Boston, MA 02114

via electronic mail

Re: Turners Falls Hydroelectric Project (FERC No. 1889) and Northfield Mountain Pumped Storage Project (FERC No. 2485) FERC Relicensing and Massachusetts Clean Water Act § 401 Certification

Dear Secretary Card,

Connecticut River Conservancy (CRC) writes to clarify a few points raised in FirstLight's June 29, 2022 letter regarding water quality standards and protecting designated aquatic life uses (ALUs) in Reach 1 of Segment 34-03 of the Connecticut River. FirstLight's letter was in response to CRC's June 13, 2022 letter, in which we raised several concerns with the FERC relicensing process for the Turners Falls Dam and Northfield Mountain Pumped Storage Project. While CRC disagrees with many of the points raised in FirstLight's letter, we are particularly troubled by FirstLight's mischaracterization of CRC's position regarding water quality standards for attainment of aquatic life uses ("ALUs") below Turners Falls Dam and its fundamental legal and scientific misunderstanding of how those ALUs must be protected and ongoing impairments to the Connecticut River must be addressed. Thus, this letter focuses on those issues only.

In its response letter, FirstLight claims that "the flow regimes contemplated in the AIP [agreement in principle] are designed to address [the impairments of dewatering and flow modification] and meet the designated uses [of habitat for fish, other aquatic life, and wildlife including their reproduction, migration, growth, and other critical functions] over the entire Segment 34-03." FirstLight June 29, 2022 Letter, at 3. However, the proposed flows in the current AIP neither address the impairments nor meet the designated ALUs, and FirstLight's insistence that they do demonstrates FirstLight's fundamental misunderstanding of the applicable legal and scientific standards. FirstLight's response only heightens CRC's concern with the direction the FERC relicensing settlement is headed, and we again request the Massachusetts Department of Environmental Protection (DEP) engage with the FERC relicensing process as soon as possible, including requesting FERC issue the Ready for Environmental Assessment ("REA"), to make a course correction before significant resources are expended by all parties.

Impairment in Reach 1 Means that ALU Is Not Met

As a threshold matter, it is improper for FirstLight to ignore impairment in Reach 1¹ while claiming that the proposed flows meet designated ALUs for the entire segment. The Clean Water Act's (CWA) implementing regulations provide: "States must adopt those water quality criteria that protect the designated use... based on sound scientific rationale... For waters with multiple use designations, *the criteria shall support the most sensitive use.*" 40 C.F.R. § 131.11(a)(1) (emphasis added). The CWA thus requires states to scientifically determine and protect the "most sensitive use," regardless of where that use occurs in a particular river segment.

Likewise, the Massachusetts Surface Water Quality Standards (SWQS) require DEP to "designate the *most sensitive uses* for which the various waters of the Commonwealth shall be enhanced, maintained and protected," "prescribe the minimum water quality criteria required to sustain the Designated Uses," and to regulate as necessary to "achieve the Designated Uses and maintain existing water quality." 314 CMR 4.01 (emphasis added). SWQS further provides: "The surface waters of the Commonwealth shall be segmented, and each segment assigned to one of the Classes... Each class is identified by *the most sensitive, and therefore governing, water uses* to be achieved and protected." 314 CMR 4.05 (emphasis added). DEP thus has a duty to designate and protect the most sensitive use for each segment of each water body in the Commonwealth, and therefore, if a portion of a river segment is impaired, then that entire segment is considered impaired. The fact that the AIP's proposed flows purportedly increase and protect ALUs downstream in other reaches is immaterial to the failure of those proposed flows in protecting designated ALUs in Reach 1.

Fluvial Specialist Species Are Not the Only, or Even the Best, Indicator of ALU

FirstLight lists several target species it analyzed,² yet its letter focuses almost exclusively on how the AIP's proposed flows provide habitat for Fallfish without offering any reason as to why Fallfish should be considered the most sensitive use or most limiting species. To the contrary, Fallfish are very broad in their tolerance to all forms of stress.³ FirstLight also mischaracterizes CRC's reliance on the statement from the Massachusetts Consolidated Assessment and Listing Methodology (CALM), that ALU "is supported when the fish community includes fluvial specialist/dependent species or at least one fluvial species in moderate abundance." CALM at 20. CRC never stated that fluvial fish data is the only indicator of ALU under CALM, nor that if a fluvial specialist species was in moderate abundance as measured in the entire segment, then that would necessarily mean that ALU is met.

¹ Reach 1 is the section of the Connecticut River between Turner Falls Dam and Station No. 1.

² The target species FirstLight studied were: Juvenile American Shad; Juvenile/Adult Fallfish; Juvenile/Adult Longnose Dace; Juvenile/Adult White Sucker; Juvenile/Adult Walleye; Juvenile/Adult Tessellated Darter; Macroinvertebrates, and the habitat guilds of Shallow Slow, Shallow Fast, Deep Slow, and Deep Fast.

³ See *infra* Table 1.0, showing Fallfish as having over 60% weighted usable area (WUA) for over 90% of flows between 120 and 5,000 cfs and never having WUA under 40%.

Table 1.o:

IFIM Study Showing Percentage of WUA for Flows of 120–5000 cfs in Transects 10 and 11

Target Species	120	150	200	250	400	500	600	700	800	1000	1200	1400	1600	1800	2000	3000	4000	5000
Juvenile American Shad	43.90%	47.70%	53.50%	58.60%	52.90%	55.30%	57.50%	59.20%	61.20%	64.60%	74.40%	83.00%	88.70%	94.40%	100.00%	95.50%	88.10%	80.60%
Juvenile Fallfish	57.80%	63.60%	71.20%	77.00%	73.30%	74.30%	76.20%	77.60%	79.50%	82.80%	89.50%	93.40%	98.00%	100.00%	99.50%	80.40%	61.60%	44.00%
Adult Fallfish	67.50%	70.90%	76.20%	80.60%	75.70%	75.70%	71.20%	67.10%	63.50%	59.80%	70.40%	80.60%	86.70%	93.40%	100.00%	89.60%	74.30%	60.50%
Juvenile Longnose Dace	13.00%	16.40%	22.00%	27.60%	23.10%	27.70%	31.30%	34.20%	37.40%	44.00%	64.00%	81.70%	95.70%	100.00%	94.90%	39.80%	12.70%	3.60%
Adult Longnose Dace	9.30%	11.70%	15.80%	19.80%	16.10%	18.50%	20.40%	22.80%	25.40%	31.50%	51.40%	69.40%	84.20%	94.00%	100.00%	54.40%	17.00%	4.20%
Juvenile/Adult White Sucker	75.00%	85.50%	95.40%	100.00%	82.00%	71.10%	60.50%	50.90%	43.70%	45.50%	63.60%	77.00%	78.10%	73.40%	63.40%	29.90%	8.20%	2.60%
Juvenile Walleye	100.00%	82.40%	52.90%	32.40%	26.50%	23.50%	17.60%	14.70%	11.80%	8.80%	4.70%	3.50%	3.50%	2.40%	2.90%	0.00%	0.00%	0.00%
Adult Walleye	100.00%	80.40%	48.80%	24.50%	19.40%	15.80%	13.00%	12.90%	12.90%	13.10%	13.50%	14.10%	14.60%	14.90%	15.60%	20.00%	14.30%	4.40%
Juvenile/Adult Tessellated Darter	12.20%	15.40%	20.90%	26.50%	18.00%	22.00%	26.70%	31.90%	36.70%	45.30%	66.10%	84.50%	98.20%	100.00%	96.70%	28.70%	0.90%	0.00%
Macroinvertebrates	0.00%	0.10%	0.40%	0.90%	6.00%	10.00%	14.00%	17.70%	21.30%	26.90%	30.40%	36.10%	44.70%	55.20%	67.10%	91.60%	100.00%	97.60%
Shallow Slow	93.60%	94.10%	95.40%	97.10%	96.60%	97.50%	98.30%	100.00%	100.00%	93.00%	80.80%	78.20%	75.50%	71.70%	68.00%	21.50%	0.00%	0.00%
Shallow Fast	24.80%	30.70%	40.40%	49.70%	26.10%	31.10%	36.20%	41.70%	49.00%	63.30%	83.50%	96.40%	100.00%	97.10%	88.90%	32.30%	9.10%	2.90%
Deep Slow	90.70%	91.40%	93.30%	95.70%	96.10%	100.00%	88.50%	65.60%	59.00%	67.00%	73.30%	78.90%	80.30%	64.20%	54.80%	22.20%	3.60%	1.20%
Deep Fast	2.40%	6.70%	15.00%	23.10%	37.80%	53.40%	69.10%	79.40%	82.80%	89.50%	88.30%	89.10%	91.60%	94.40%	99.60%	100.00%	89.80%	52.90%

Key:
0% WUA
4.0% WUA
50% WUA
80% WUA
100% WUA

In fact, CRC clearly stated that the AIP’s current proposed flows *would not support additional habitat for macroinvertebrates*. CRC focused on macroinvertebrates in its June 13th letter, noting that “[a] particularly startling implication is that proposed summertime flows will protect less than 6% of the weighted [*sic*] usable area for benthic macroinvertebrates in the area below the Turners Falls dam” and that “summer minimum flow of 250 cfs with an opportunity to increase to 400 cfs... represents only 0.9% to 6% WUA [weighted usable area] for macroinvertebrates [which is] far less than necessary to ‘maintain or restore’ the designated Aquatic Life Use.” CRC June 13, 2022 Letter, at 2; Exhibit 2 at 6–7 (quoting 314 CMR 4.03(3)(b)).⁴

CALM gives DEP guidance on how to determine the most sensitive use and recommends a “weight-of-the-evidence” approach. CALM at 17. According to CALM, when equally good data are available from multiple indicators, the “biological community data,” generated by a Rapid Bioassessment Protocol (RBP) III multi-metric analysis (which are used to monitor benthic macroinvertebrates), *carry the most*

⁴ In an analogous situation, the percentage of WUA available for the most limiting species in a particular river segment was the standard used by Vermont Agency of Natural Resources and upheld when challenged in *In re Morrisville Hydroelectric Project*. 224 A.3d. 473, 488 (Vt. 2019).

weight. Id. (emphasis added). Under CALM, such data are the “best and most direct measure of [ALU].” *Id.* Contrary to FirstLight’s contention, fluvial specialist fish are not the only, or necessarily the best, indicator of the overall health of aquatic life.

Conclusion

The AIP’s proposed flows below the Turners Falls Dam will not protect the most sensitive designated use as required by Massachusetts SWQS and the Clean Water Act. FirstLight’s June 29th letter confirms that the AIP’s proposed flows fail to account for WUA needed to support macroinvertebrates and rely too heavily on WUA for a fluvial fish species that cannot be considered the most limiting species for Reach 1. This approach should raise significant concerns for DEP and its forthcoming CWA Section 401 certification process. Accordingly, before the settlement process proceeds further down this flawed path, DEP should request FERC to issue the REA so DEP can formally begin the CWA Section 401 certification process⁵ and address these issues in a timely and efficient manner.

Sincerely,



Kelsey Wentling
(she/her/hers)
River Steward, MA

⁵ CRC was pleased to see that DEP has created a public website dedicated to the CWA Section 401 process for these hydro facilities, and that the process outlined includes multiple public hearings. See <https://www.mass.gov/info-details/401-wqc-for-the-firstlight-hydroelectric-re-licensing-project>.



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
GREATER ATLANTIC REGIONAL FISHERIES OFFICE
55 Great Republic Drive
Gloucester, MA 01930

August 17, 2022

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory
Commission 888 First Street, N.E.
Washington, DC 20426

Re: Turners Falls Hydroelectric Project (FERC No. 1889), FirstLight MA Hydro LLC, Northfield Mountain Pumped Storage Project (FERC No. 2485)

Dear Ms. Bose

On August 9, 2022, FirstLight filed a status update with the Commission describing work towards a comprehensive settlement agreement for the above referenced projects ([Accession # 20220809-5118](#)). Based on the progress towards settlement to date, the National Marine Fisheries Service concurs with the schedule outlined by FirstLight, including the completion date of December 31, 2022.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris J. Boelke".

Christopher Boelke
Chief, New England Branch
Habitat and Ecosystem Services





MASSWILDLIFE

**DIVISION OF
FISHERIES & WILDLIFE**

1 Rabbit Hill Road, Westborough, MA 01581

p: (508) 389-6300 | f: (508) 389-7890

[MASS.GOV/MASSWILDLIFE](https://www.mass.gov/masswildlife)

August 22, 2022

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

RE: Turners Falls Hydroelectric Project (FERC No. 1889), FirstLight MA Hydro LLC,
Northfield Mountain Pumped Storage Project (FERC No. 2485), Northfield Mountain LLC
COMMENT ON STATUS UPDATE

Secretary Bose,

The Massachusetts Division of Fisheries and Wildlife (MassWildlife) is the agency responsible for the protection and management of the inland fish and wildlife resources of the Commonwealth. The Division's mission also includes conserving and protecting endangered, threatened and species of special concern pursuant to the Massachusetts Endangered Species Act (MESA; M.G.L. c. 131A) and its implementing regulations (321 CMR 10.00). As such, we monitor operations at hydroelectric projects within the Commonwealth, as well as comment on proposed hydroelectric facilities. MassWildlife has intervened and actively participated in the FirstLight licensing proceedings since 2012.

MassWildlife has received and reviewed the August 9, 2022 letter from FirstLight informing FERC that settlement discussions with interested stakeholders and relevant state and federal agencies continue to progress towards a final Comprehensive Settlement Agreement (CSA) and that a CSA is achievable by December 31, 2022. MassWildlife supports Firstlight's August 9, 2022 status update and the proposed timeline.

Thank you for this opportunity to comment.

Sincerely,

Caleb Slater, Ph.D.
Anadromous Fish Project Leader

Sincerely,

Everose Schlüter, Ph.D.
Assistant Director



Office of the Selectboard

Town of Montague

One Avenue A

Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108

FAX (413) 863-3231

Seth Rutherford
253 Organic, LLC
253 Millers Falls Rd.
Turners Falls MA 01376

August 9, 2022

Dear Mr. Rutherford,

Please accept this letter as the Town of Montague's response to your request for an account of Town cannabis impact fee-supported appropriations and expenditures to-date. These expenditures reflect the Town's continuing commitment to using impact fees defined in our Host Community Agreement in a manner consistent with the intent of the law and spirit of that agreement.

Each year, the Town is careful to segment impact fees from general revenue, directing them into a dedicated Cannabis Impact Fee Stabilization Account. We strive to align any expenditures against the account with the reasonable and justifiable purposes of the impact fees. We have taken a cautious approach to spending, allowing time for impacts and the expected level of resources to become apparent. In this way the Town can better prioritize and scale its response to issues and lend some degree of sustainability to any continuing expense.

The Town began to allocate funds in FY21, making its first expenditures against those appropriations in FY22. Total appropriations made in FY21 were \$120,050 with FY22 expenses of \$96,405.43.

Those appropriations and expenditures include:

- \$14,012 for costs incurred by Town Departments in connection with the establishment and operation of 253 Farmacy. Expended in full during FY21.
- \$5,538 for costs incurred by the Turners Falls Fire District in connection with the establishment and operation of 253 Farmacy. This was expended in full during FY21.
- \$7,000 for police training relative to identification of cannabis intoxication. This has not yet been expended due to limited training time being available for officer participation.
- \$85,000 for school-based substance abuse counseling services shared by the Gill-Montague Regional School District and Franklin County Technical School. \$72,576 was billed in FY21. Services remain ongoing.
- \$8,500 for prevention program development and monitoring by the Communities that Care Coalition. \$4,279.43 was billed in FY21, services remain ongoing.

The Town allocated additional funds in FY22, with some for initiatives that would begin in FY22 and others to begin in FY23. The total appropriations made in FY22 were \$288,800 with expenses relative to these appropriations to date of \$25,606.50.

Those appropriations and expenditures include:

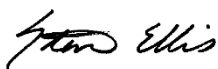
- \$50,000 for evidence-based substance abuse prevention programming with a focus on serving families and children. \$11,119.50 was billed in FY21 with an FY22 invoice of \$14,487 pending.
- \$86,900 for school-based substance abuse counseling services for the Gill-Montague Regional School District. Services to be implemented in Fall 2022.
- \$86,900 for school-based substance abuse counseling services for the Franklin County Technical School. Services to be implemented in Fall 2022.
- \$40,000 for the purpose of funding community-based Science, Technology, Engineering, and Math afterschool enrichment programs. Services to be implemented in Fall/Winter 2022.
- \$25,000 for the purpose of developing a Feasibility Assessment and Preliminary Design for roadway safety improvements to the intersection of Millers Falls Road and Industrial Boulevard. Project not yet initiated.

For summary purposes, an account of receipts, interest, and appropriations from the Cannabis Impact Stabilization Account appears below. Note that expenses against appropriations totaled \$107,524.93 as of the close of FY22, with invoices received for an additional \$14,487 in FY23.

Fiscal Year	Source	Value
FY20	Receipts	35,791.00
FY21	Receipts	198,883.83
FY21	Interest	723.94
FY22	Receipts	390,842.79
FY22	Interest	4,859.10
Total		631,100.66
<i>Appropriated</i>		<i>(408,850)</i>
Balance		222,250.66

I would be happy to meet to review any aspect of this report at your convenience. We appreciate 253 Farmacy's ongoing compliance with the terms of its Host Community Agreement, as well as your sincere interest in contributing to our shared community.

Respectfully,



Steven Ellis
Montague Town Administrator

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF MONTAGUE, MASSACHUSETTS
AND
WRIGHT PIERCE
FOR ON-CALL ENGINEERING SERVICES**

THIS AGREEMENT made this **8th** day of **August 2022** between Wright-Pierce a Maine corporation with a usual place of business at 700 Middlesex Plaza, 169 Main Street, Middletown, CT 06457 hereinafter called the “ENGINEER,” and the Town of Montague, MA, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls, MA 01376, hereinafter called the “TOWN.” The Town and Engineer may also be referred to individually as a “Party” and collectively as the “Parties.”

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform on-call engineering services, including but not limited to technical advice, regulatory assistance, funding and financing assistance, operational assistance, technical evaluations, engineering studies and reports, preliminary or conceptual designs, final designs, bidding assistance, construction administration, construction Resident Project Representative services, post-construction services and other services of an engineering nature which ENGINEER is qualified to provide directly and/or through sub-consultants retained with the approval of the TOWN.

Services requested by the TOWN will be summarized using an Engineering Services Request Form (example attached as **Exhibit A** to this Agreement) for each assignment. Each such separate Engineering Services Request Form, once signed by both Parties, will be deemed a part of this Agreement, provided that in the event of any conflict with the provisions of this Agreement and any Engineering Services Request Form, this Agreement shall control unless the Parties agree otherwise in writing.

2. Contract Price

For services under this Agreement ENGINEER will be paid a fee based on ENGINEER's Standard Billing Rates attached hereto as **Exhibit B**, plus Town-approved reimbursable expenses and charges for Town-approved sub-consultant services, costs for which will be fully disclosed to the Town and which shall be subject to a 5% mark-up in cost, unless another fee structure is agreed to in the Engineering Services Request Form.

3. Commencement and Completion of Work

- A. This Agreement shall commence on the date of this Agreement and shall expire after one year, unless terminated sooner in accordance with this Agreement. The Town may also extend for a year at its sole option.

- B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work using a level of skill and attention consistent with the standard of care implied by law in Massachusetts for services of an engineer.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, sub-consultants, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the timeliness, and professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to

operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

- B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.
- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN may furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis. Payment shall be due 30 days after receipt of an invoice by the TOWN.

7. Reimbursement

Except as otherwise included in the fees paid to ENGINEER or otherwise provided for under this Agreement or in any Engineering Services Request Form, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN;

(b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all payment claims by the ENGINEER arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other

benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.

B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

WRIGHT PIERCE:

TOWN OF MONTAGUE:

By: _____

By: _____

Name: _____
Type or Print

Name: _____
Type or Print

Title: _____

Title: _____

**EXHIBIT A
 ON-CALL ENGINEERING SERVICES AGREEMENT
 ENGINEERING SERVICES REQUEST FORM**

Project Name: _____		Project No. _____	
Client: _____		Prepared By: _____	
Date: _____			
	Description of Assignment:		Estimated Fee
	Itemization of Tasks	Est. Hours	
TOTAL ESTIMATED FEE:			
<p>I agree that the services described above shall be paid for at the actual invoiced amount in accordance with the payment provisions of the On-Call Engineering Services Agreement between _____ (CLIENT) and WRIGHT-PIERCE dated _____. Such payment may be different than the "Estimated Fee" indicated.</p>			
SEEN AND AGREED TO BY:			
	(CLIENT) _____	DATE: _____	
	(ENGINEER) _____	DATE: _____	

Billing Rates

The following labor rates are provided as requested and are as of January 2022. Billing rates are based on salary costs for Wright-Pierce within each classification, multiplied by our salary multipliers. Actual billing rates for the project are based on the actual rates for the individuals assigned.

Labor Billing Rates

Accounting/Billing Classification	Hourly Billing Rate Range
Principal/Engineering Manager	\$200 to 260
Senior Project Manager	\$160 to 235
Project Manager/Senior Project Engineer/Construction Manager	\$130 to 200
Senior Project Engineer	\$120 to 210
Project Engineer	\$110 to 130
Engineer Intern/Intern Architect	\$85 to 117
Architect/Structural/Mechanical/Instrumentation/Electrical Engineer	\$130 to 230
Senior CAD Designer	\$110 to 130
CAD Designer/Senior CAD Technician	\$90 to 120
CAD Technician	\$60 to 95
GIS Analyst	\$86 to 121
Survey Crew (two people)	\$230 to 250
Field Service Manager/Technician	\$70 to 110
Hydrogeologist	\$95 to 150
Resident Project Representative	\$86 to 152 (\$105 to 180 w/ expenses included)
Office Assistant/Word Processor	\$63 to 120

HAZARDOUS WASTE COLLECTION DAY

SATURDAY, SEPTEMBER 24, 2022

GCC MAIN CAMPUS AND ORANGE TRANSFER STATION

PRE-REGISTRATION REQUIRED BY SEPTEMBER 16TH

**Register online at: franklincountywastedistrict.org
or fill out the form on the back of this sheet and mail it.**

Your appointment time and directions will be mailed after registration is processed.

For residents and businesses of the following towns:

Athol, Barre*, Bernardston, Buckland, Charlemont, Colrain, Conway, Deerfield, Erving, Gill, Hawley, Heath, Leverett, Montague, New Salem, Northfield, Orange, Petersham, Phillipston, Rowe, Royalston, Shelburne, Sunderland*, Warwick, Wendell, Whately.

This collection event is free for residents. *Barre and Sunderland residents must pay to participate in 2022. Space is limited. Greenfield and Leyden residents are not eligible and should call (413) 772-1528 for info on disposal.

For business registration and pricing information, call (413) 772-2438.



Due to COVID-19, safety protocols and waste restrictions will be in place. Participants will be required to remain in their vehicle and place all waste in the trunk, rear cargo area, or truck bed. Materials that will not be collected this year include all types of batteries, thermometers, and thermostats. These items can be brought to most town transfer stations year-round.



WHAT TO BRING

Any substance labeled: CAUSTIC, TOXIC, CORROSIVE, POISON, FLAMMABLE, WARNING, DANGER, CAUTION



- Paint (non-latex), spray paint, varnish, paint thinners, solvents
- Herbicides, pesticides, yard/garden chemicals, wood preservatives
- Asphalt sealer, roofing tar, household cleaners, pool chemicals
- Motor oil, antifreeze, automotive fluids
- Photo chemicals, arts & crafts supplies, furniture polish

WHAT NOT TO BRING

Fluorescent light bulbs, batteries, mercury-containing items (see reverse for alternate disposal), latex paint, empty containers from hazardous products (put empties in trash, not recycling), gas cylinders, radioactive material, explosives (including ammunition & fireworks)

For more information: franklincountywastedistrict.org or contact the Franklin County Solid Waste District at info@franklincountywastedistrict.org, (413) 772-2438.

MA Relay for the hearing impaired: 711 or 1-800-439-2370 (TTY/TDD).

The District is an equal opportunity provider.

Safe Home—Healthy Home

We are exposed to harmful chemicals in many ways—including products we use to clean our homes or maintain our yards. Only a small portion of the more than 80,000 chemicals registered by the U.S. Environmental Protection Agency (EPA) have been thoroughly tested for human health concerns. Many common chemicals found in our homes can have immediate toxic effects on adults, children, and pets if not used properly. Others may have long-term health effects after repeated exposure. Particles from detergents, cosmetics, pesticides, and other chemicals are found in the dust in our homes, potentially contributing to asthma.



We can make our homes safer by adopting some minor changes to the way we clean our homes or care for our lawns and gardens, and through proper storage, use, and disposal of household chemicals. Consider purchasing nontoxic or low-toxic products. When considering a chemical product, ask yourself if something else you already have will do the job. Common household items such as baking soda, vinegar, and plant-based soaps can often clean just as well as specialty cleaners.

Mercury-containing items such as thermometers, thermostats and compact fluorescent lights (CFLs) should never be put in the trash or recycling. These items won't be accepted at the 2022 Hazardous Waste Collection Day. Thermometers and thermostats are accepted free of charge at District transfer stations; put in plastic bag and hand to attendant. All types of fluorescent bulbs are accepted at Franklin County transfer stations, including Greenfield transfer station, and Lowe's Stores. Home Depot only accepts CFL bulbs. These items are also accepted at the District's regional hazardous waste "Super Sites." Fees may apply; handle items carefully.

Batteries (rechargeable, lithium, button) and cell phones are other common household items that should never be placed in the trash. If these batteries are burned in waste combustion facilities or buried in landfills they can release mercury, cadmium or other heavy metals into the air and water, entering the food chain and posing health threats to people and the environment. Proper disposal of these batteries and cell phones is free at all District transfer stations; hand them to the attendant. Towns that do not have transfer stations have collection boxes at town hall. Residents can bring vehicle batteries to auto parts stores and most municipal transfer stations for free recycling or get paid at scrap metal dealers.

For information on alternatives to chemical products, and information about proper disposal of hazardous chemicals, mercury and sharps (needles): franklincountywastedistrict.org, info@franklincountywastedistrict.org, (413) 772-2438. The District is an equal opportunity provider. MA Relay for the hearing impaired: 711 or 1-800-439-2370 (TTY/TDD).

Hazardous Waste Day Registration - submit by September 16, 2022 (or register online):

Please fill out this form completely and mail to:
FCSWMD, 117 Main St, Greenfield MA 01301

Resident name: _____

Mailing address: _____

Town of residence: _____

Daytime phone: _____

Email: _____

Specify type and quantity of waste
Ex: 2 gallons gas, 5 lbs. pesticides
Please be specific!
