

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, December 19, 2022

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/82814759726>

Meeting ID: 828 1475 9726

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** Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
- 3. 6:31** Approve Selectboard Minutes from December 7 and 12, 2022
- 4. 6:33** Tom Bergeron, DPW Superintendent
 - Discussion of Trash Receptacles on Avenue A
 - Discussion regarding Town Hall Boilers
 - Execute Mass DEP Third Party Transfer Station Inspection Report
 - Discuss Apprentice Co-op with Franklin County Technical School and Smith Vocational
 - Notice regarding the 11th Street Bridge
- 5. 6:45** Personnel Board
 - Appoint Gina McNeely as temporary Health Director, Grade G, Step 10 effective 12/20/2022
- 6. 6:50** Caitlin Kelley, Montague Library Director
 - Libraries request \$35,250 ARPA funds for Carnegie Feasibility study
 - Planning process for public forum to explore opportunities for the Montague Center Library Branch and the second floor of the Montague's Old Town Hall
- 7. 7:00** Hearing; Request to renew liquor license for Hubie's Tavern and Restaurant
- 8. 7:10** Approve 2023 Annual permit Applications and Licenses as set forth in the attached listing
- 9. 7:20** Bill Ketchen, Building Commissioner
 - Request to add a new stipend position of a Municipal Hearings Officer
 - Discuss Town Interest in Specific Farren Care Center Property Demolition Specifications
- 10: 7:35** Walter Ramsey, Assistant Town Administrator
 - 500 Avenue A Land Development Agreement project status update from Nova Works, LLC
 - Turners Falls Gateway Sign at 5th and Canal Street Intersection
 - Proposal for Local Attraction Directional Signage Program
 - First Street Housing Request for Proposals timeline and declaration of surplus property (Assessors Map 4, Lot 31)
 - Review of Capital Requests for March Special Town Meeting and FY24 Annual Town Meeting
 - Topics not anticipated within the 48hr posting

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11. 7:55 Review of FY24 Budget and Capital Submissions
- Summary of FY24 Operating Budget Requests
 - Scheduling for Selectboard Review of Budget and Personnel Requests and Recommendations
- 12 8:10 Consider Amendment to agreement with FirstLight MA Hydro LLC regarding the Strathmore Footbridge
13. 8:20 Brian McHugh, Director of Community Development, FCRHRA
- Extend the Housing Rehabilitation Revolving Loan Program Contract
14. 8:30 Town Administrator Report
- ADA Improvement Grant authorization to execute a grant agreement with the MA Office of Disability for \$20,580 to improve access to the Montague Retirement Board Office in Montague Town Hall
 - Execute Clean Water Sludge Hauling Contract with Synagro of Waterbury, CT
 - General Pierce Bridge Update
 - Holiday Trash and Recycling Reminders
 - Topics not anticipated within the 48hr posting

UPCOMING MEETINGS:

- Selectboard, Monday, January 9, 2023 at 6:00pm 1 Avenue A Turners Falls, and VIA Zoom
- Special Town Meeting, March 2, 2023 6:30pm TFHS Theater, 222 Turnpike Road, Montague

2023 Licenses

Liquor Licenses

BREWERY/WINERY POURING PERMIT - SEATING UNDER 50 **\$55.00 each**

Brick & Feather Brewery, Inc.	78 11th Street, Turners Falls
Element Brewing Company dba Element Brewing Co. LLC	16 Bridge St, Miller Falls
Pioneer Valley Brewery, LLC	151 Third St, Turners Falls

CLUB, ALL ALCOHOL **\$725.00 each**

Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Montague Bpo Elks Lodge 2521	1 Elk Ave, Turners Falls
St. Kazimierz Society dba St. Kazimierz Society	197 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls
Turners Falls Rod & Gun Club, Inc.	15 Deep Hole Road, Turners Falls

GENERAL ON PREMISES - Wines & Malt **\$580.00 each**

Sow Loud, LLC dba The Upper Bend	112 Avenue A, Turners Falls
Shea Theater Arts Center, Inc.	71 Avenue A, Turners Falls

PACKAGE STORE, ALL ALCOHOL **\$975.00 each**

Bryan Call dba Crestview Liquors	68 Unity St, Turners Falls
Slow Village Ahead dba Montague Village Store	60 Main St, Montague
Purple Meadow Ventures, Inc. dba Connecticut River Liquor & Wine	123 Avenue A, Turners Falls
Om Shiv Shambhu, Inc. dba Carrolls Market	33 East Main St, Millers Falls

PACKAGE STORE, WINES and Malt **\$550.00 each**

Crooked River Corp. dba Food City	250 Avenue A, Turners Falls
Pub General	27 East Main Street, Millers Falls

RESTAURANT, ALL ALCOHOL **\$1,050.00 each**

Arthur Binaco & Merchant dba Five Eyed Fox	37 Third Street, Turners Falls
Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Crystal Spring Investments, LLC dba Millers Pub	29 East Main St, Millers Falls
Hubies Tavern Inc. dba Hubies Tavern and Restaurant	66 Avenue A, Turners Falls
Pamela Tierney dba Black Cow Burger	125 Avenue A, Turners Falls
Hole Pie, Inc., dba Pie Hole (Under construction)	166 Avenue A, Turners Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
Secondhand Smoke, Inc. dba North Village Smokehouse	32 Federal St, Millers Falls
Thomas Memorial Golf & Country Club	30 Country Club Ln, Turners Falls
Watershed Restaurant, LLC dba Watershed Restaurant	440 Greenfield Rd, Montague

RESTAURANT, WINES and MALT **\$580.00 each**

CVB Harvest LLC dba Great Falls Harvest	50 Third St, Turners Falls
Lady Killigrew Café, Inc. dba Lady Killigrew Café, Inc.	444 Greenfield Rd, Montague
Shady Glen, Inc dba Shady Glen	7 Avenue A, Turners Falls

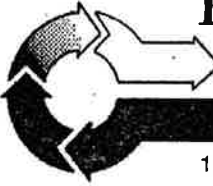
Miscellaneous Licenses - (with Liquor Licenses)	
AUTOMATIC AMUSEMENT	\$45.00 each device
Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Millers Pub	29 East Main St, Millers Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Montague B.P.O Elks # 2521	1 Elk Ave, Turners Falls
St. Kazimierz Society	197 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls
Pioneer Valley Brewery	151 Third Street, Turners Falls
ENTERTAINMENT	\$55.00 each
Arthur Binaco & Merchant dba Five Eyed Fox	37 Third Street, Turners Falls
Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Great Falls Harvest	50 Third St, Turners Falls
Element Brewing Company	16 Bridge St, Miller Falls
Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Millers Pub	29 East Main St, Millers Falls
Montague Elks #2521	1 Elk Ave, Turners Falls
Pioneer Valley Brewery, LLC	151 Third Street, Turners Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
St. Kazimierz Society	197 Avenue A, Turners Falls
Secondhand Smoke, Inc. dba North Village Smokehouse	32 Federal St, Millers Falls
Shea Theater Arts Center, Inc.	71 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls
Thomas Memorial Golf & Country Club, Inc.	30 Country Club Ln, Turners Falls
Turners Falls Rod & Gun Club	15 Deep Hole Road, Turners Falls
Watershed Restaurant, LLC dba Watershed Restaurant	440 Greenfield Rd, Montague
Purple Meadow Ventures, Inc. dba Connecticut River Liquor & Wine	123 Avenue A, Turners Falls
COMMON VICTUALLER	\$40.00 each
Argy Pizza, Inc. dba Turners Falls Pizza	119 Avenue A, Turners Falls
Arthur Binaco & Merchant dba Five Eyed Fox	37 Third Street, Turners Falls
Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Black Cow Burger	125 Avenue A, Turners Falls
Brick & Feather Brewery, Inc.	78 11th Street, Turners Falls
Crooked River Corp. dba Food City	250 Avenue A, Turners Falls
Crystal Spring Investments, LLC dba Millers Pub	29 East Main St, Millers Falls
CVB Harvest LLC dba Great Falls Harvest	50 Third St, Turners Falls
Element Brewing Company	16 Bridge St, Miller Falls
Lady Killigrew Café, Inc. dba Lady Killigrew Café, Inc.	444 Greenfield Rd, Montague
Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Montague B.P.O. Elks Lodge 2521	1 Elk Ave, Turners Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
Sahirat, LLC dba Carrolls Market	33 East Main St, Millers Falls
St. Kazimierz Society dba St. Kazimierz Society	197 Avenue A, Turners Falls

Secondhand Smoke, Inc. dba North Village Smokehouse	32 Federal St, Millers Falls
Shady Glen, Inc dba Shady Glen, Inc.	7 Avenue A, Turners Falls
Sow Loud, LLC dba The Upper Bend	112 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls
Thomas Memorial Golf & Country Club - Dining Room	30 Country Club Ln, Turners Falls
Thomas Memorial Golf & Country Club - Clubhouse	30 Country Club Ln, Turners Falls
Turners Falls Rod & Gun Club, Inc.	15 Deep Hole Road, Turners Falls
Watershed Restaurant, LLC dba Watershed Restaurant	440 Greenfield Rd, Montague
Miscellaneous Licenses - (Not related to Liquor Licenses)	
LODGING HOUSE	\$40.00 each
F. C. Housing Authority	241 Millers Falls Road, Turners Falls
CLASS II - USED CARS	\$110.00 each
Bob's Auto	303 Avenue A, Turners Falls
Koch's Auto Sales	98 Turners Falls Rd, Turners Falls
Mark's Auto	366 Federal St, Montague
Mark's Auto	484 Federal St, Montague
Montague Garage (Gregory Precourt)	10 Station St, Montague
Rau's Sunoco	531 Turners Falls Rd, Montague
Semaski General Contractor & Equipment Sales	186 Turners Falls Rd, Montague
Zak's Auto Sales and Repair	46 Randall Road, Montague
CLASS III -JUNK	\$110.00 each
Bob's Auto	303 Avenue A, Turners Falls
Rau's Sunoco	531 Turners Falls Rd, Montague
ENTERTAINMENT	\$55.00 each
Montague Book Mill	Greenfield Rd, Montague
COMMON VICTUALLERS	\$40.00 each
Ce Ce's Chinese Restaurant	57 Avenue A, Turners Falls
Country Creemee	52 Avenue A, Turners Falls
Scotty's	66 Unity St, Turners Falls
TF F. L. Roberts dba NEC OPCO I, Inc.	132 Third St, Turners Falls
Subway dba CK Sandwiches	57 Avenue A, Turners Falls
Currently not open	

Montague

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REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

117 Main Street, 2nd Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

MEMORANDUM

To: Transfer Station Towns
From: Jan Ameen, Executive Director
Date: November 30, 2022
RE: 3rd Party Inspection Report

Enclosed is the final 3rd Party Transfer Station Inspection Report. There were no deficiencies found at your facility. One set of documents is an original copy for DEP which requires a signature. **Return these to my office.** There is a copy for the Board of Selectmen. There is also a copy for the Board of Health, which is required by regulation, and a 3-hole punched copy for the transfer station binder. There may be an additional copy for the town's highway department or other supervisory department for the transfer station operation.

It is important for you to read through pages 4, 5, and 12/13 of the inspection report. There may be notes or recommendations for your town.

Please call or email me with questions. I can be reached at 772-2438 or fcswmd@crocker.com.



Massachusetts Department of Environmental Protection Bureau of Waste Prevention / Solid Waste Management

Third-Party Inspection Report – 310 CMR 19.018(8)
Operation & Maintenance

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Important: When completing this form on a computer, use only the Tab key to move your cursor – not the Return key.



Instructions

Use this form to record and report the results of a Third-Party Operation and Maintenance Inspection conducted pursuant to 310 CMR 19.018. Be sure to obtain the most recent version of this form. All applicable sections of the submitted form must be completed to be accepted by MassDEP.

Pursuant to 310 CMR 19.018(8)(a), the third-party inspector and facility owner/operator must sign this Third-Party Inspection Report form and submit the completed report to the appropriate MassDEP regional office and one copy of each completed report to the board of health of the municipality in which the facility is located.

In the event that this inspection report contains a recommendation for corrective action(s), the owner/operator shall also submit the information required by 310 CMR 19.018(8)(c)2.

Forms and instructions are available online:

<http://www.mass.gov/eea/agencies/massdep/recycle/approvals/solid-waste-applications-and-forms.html#8>

Note: This form does not identify all of the requirements applicable to each solid waste management facility; other requirements and/or policies may apply to the operation, maintenance and monitoring for each facility.

MassDEP Use Only

Rec'd Date:

FMF #:

RO #:

Reviewer:

Comments:

I. Facility Information

Facility Type (check one):

- ☒ Transfer Station/Handling Facility ☐ C&D Waste Processor or C&D Waste Transfer Station ☐ Municipal Waste Combustor
☐ Active Landfill ☐ Closed Landfill ☐ Other: _____
Specify _____

Facility:

Montague Transfer Station

Facility Name

Turners Falls

City/Town

MA

State

407357

Regulated Object Account Number

01376

ZIP Code

39525

FMF Number

Telephone Number

Operator:

Montague DPW

Operator Name (Doing Business As/Company Name)

413-863-2054

Telephone Number

128 Turners Falls Rd.

Mailing Address

Turners Falls

City/Town

MA

State

01376

ZIP Code

Permittee:

Town of Montague

Permittee Name (Entity Identified on Facility Permit)

1 Avenue A

Mailing Address

Turners Falls

City/Town

MA

State

01376

ZIP Code

Responsible Official for the Facility:

Richard Kuklewicz

Responsible Official Name (Individual)

Montague Selectboard

Responsible Official Company Name

townadmin@montague-ma.gov

Responsible Official Email Address

413-863-3200

Responsible Official Telephone Number



Massachusetts Department of Environmental Protection
Bureau of Waste Prevention / Solid Waste Management

Third-Party Inspection Report – 310 CMR 19.018(8)
Operation & Maintenance

II. Third-Party Inspector

Jan Ameen

Third-Party Inspector Name

262075

MassDEP Third-Party Inspector Identification Number

413-772-2438

Telephone Number

117 Main St.

Mailing Address

Greenfield

City/Town

FCSWMD

Company Name

05/09/2023

MassDEP Third-Party Inspector Expiration Date (MM/DD/YYYY)

fcswmd@crocker.com

Email Address

MA

State

01301

ZIP Code

Construction and Demolition Waste (C&D Waste) Processing Facility or C&D Waste Transfer Station Only:

Identify the qualified individual that conducted the observation of incoming waste loads and collection of samples of suspect asbestos-containing materials during the inspection [pursuant to 310 CMR 19.018(6)(f)]. If the entire inspection was conducted by the third-party inspector listed above, then check the box and enter only the Asbestos Inspector Certification Number.

☐ Same as above. Provide Asbestos Certification Number ►

MA Dept. of Labor Standards Asbestos Inspector Certification Number

Asbestos Inspector Name

Company Name

Telephone Number

Email Address

Mailing Address

City/Town

State

ZIP Code

III. Inspection Details

A. FREQUENCY

Indicate the scheduled inspection frequency for this facility as required by 310 CMR 19.018(6)(b), or a more frequent schedule set forth in the Facility Permit/Other Approval:

- ☐ Bi-Monthly ☐ Quarterly ☐ Semi-Annual ☒ Annual ☐ Biennial
☐ Other (include permit/approval type and date of issuance):

B. DATE, TIME & PERSONNEL

Inspection Date (MM/DD/YYYY): 10/12/2022

Inspection Start Time: 12:00 ☐ AM ☒ PM

Facility Representatives in Attendance During Inspection: Dave Withers (attendant)

C. CONDITIONS

Air Temperature: Approximately 60 degrees F.

Weather: ☐ Clear ☒ Partly Cloudy ☐ Cloudy
☒ Dry ☐ Rain ☐ Snow

Wind Speed: ☒ Calm ☐ Breeze ☐ Moderate ☐ Strong

Wind Direction (direction from which the wind is blowing):

<input type="checkbox"/> NW	<input type="checkbox"/> N	<input type="checkbox"/> NE
<input type="checkbox"/> W	<input checked="" type="checkbox"/> Wind	<input type="checkbox"/> E
<input type="checkbox"/> SW	<input type="checkbox"/> S	<input type="checkbox"/> SE



**Massachusetts Department of Environmental Protection
Bureau of Waste Prevention / Solid Waste Management**

Third-Party Inspection Report – 310 CMR 19.018(8)
Operation & Maintenance

IV. Pre-Inspection Preparation

A. FACILITY-SPECIFIC O&M REQUIREMENTS

During each third-party inspection, the third-party inspector shall examine and evaluate the facility's solid waste activities, equipment, operations, practices, procedures, and records relevant to the type of third-party inspection being conducted in order to determine the facility's compliance with all applicable requirements as set forth in 310 CMR 19.018(6)(a)1.

Therefore, pursuant to 310 CMR 19.018(6)(a)1, prior to conducting a third-party facility operation and maintenance inspection, the third-party inspector shall, without limitation, complete all of the following:

☒ Review and become familiar with the regulations set forth at 310 CMR 19.000 – *Massachusetts Solid Waste Regulations*.

☒ Identify, review and become familiar with all solid waste permits, plans, approvals, and orders (or other enforcement documents issued to the facility by the Department), and the solid waste requirements applicable to the operation and maintenance of the facility.

Relevant requirements may include, without limitation, specific practices and procedures for the operation, maintenance and monitoring of the facility, waste acceptance/storage limits, and other requirements related to the facility's solid waste activities. Without limitation, these facility-specific requirements may be contained in the Facility Permit, Authorization to Construct, Authorization to Operate, Operation and Maintenance Plan, Closure/Post-Closure Plans and Approvals, Facility Modification Approvals, Beneficial Use Determinations, Administrative Consent Orders, and other determinations, authorizations or enforcement actions issued by the Department.

I, Jan Ameen, have identified, reviewed and understand all of the aforementioned requirements that are applicable to this facility and the following are my observations and recommendations related to the facility-specific requirements.

► JA
Inspector Initials

B. SOLID WASTE PERMITS, PLANS, APPROVALS & ORDERS

List all relevant solid waste permits, plans, approvals, orders or other enforcement actions issued to the facility by the Department that contain specific practices, procedures and other requirements still in effect for the operation, maintenance and monitoring or closure/post-closure of the facility. Where applicable, provide the plan or issue date for each item. For enforcement actions, include the document number, effective date, and status of implementation by the facility.

Discussion: March 2016 Authorization to Operate; Waste Ban Plan certification form; Transfer Station Operations certification; certification modification for paper compactor; modification for mattress recycling



Massachusetts Department of Environmental Protection
Bureau of Waste Prevention / Solid Waste Management

Third-Party Inspection Report – 310 CMR 19.018(8)
Operation & Maintenance

V. Performance Standards

Examine and evaluate the facility's solid waste activities, equipment, operations, practices, procedures and records relevant to the type of solid waste facility.

Using the tables below, identify all areas evaluated by the inspector during the inspection by checking the box in the first column. Describe all deviations noted during the inspection in the third column. Provide recommendations for corrective action to return to compliance with the applicable performance standard in the fourth column.

Facility Type	Performance Standards
Transfer Station/Handling Facility (Including C&D Facility)	Complete Section A. If C&D Handling/ Processing Facility, then also complete Section B.
Municipal Waste Combustor	Complete Section A.
Active Landfill	Complete Sections C. and F. If active ash landfill, then also complete Section D.
Closed Landfill	Complete Sections E. and F.

A. TRANSFER STATION, HANDLING FACILITY, OR MUNICIPAL WASTE COMBUSTOR (INCLUDING C&D FACILITY)

Evaluated	Performance Standard	Deviation(s)	Comments/Observations and Recommended Corrective Action(s)
<input checked="" type="checkbox"/>	19.205(1) Storm Water Controls.		stormwater drains towards the leaf waste composting area
<input checked="" type="checkbox"/>	19.205(2) Equipment.		
<input checked="" type="checkbox"/>	19.205(3) Weighing Facilities.		All weights are measured on an out-going basis via weight slips.
<input checked="" type="checkbox"/>	19.207(1) General.	Discuss in Section VI.	Discuss in Section VI.
<input checked="" type="checkbox"/>	19.207(2) Supervision of Operation.		
<input checked="" type="checkbox"/>	19.207(3) Access to Facilities.		there is a gate and fence
<input checked="" type="checkbox"/>	19.207(4) Security.		
<input checked="" type="checkbox"/>	19.207(5) Posting of Handling Facility.		all postings are met
<input checked="" type="checkbox"/>	19.207(6) Unloading of Refuse.		
<input checked="" type="checkbox"/>	19.207(7) Special Wastes.		none
<input checked="" type="checkbox"/>	19.207(8) Banned/Restricted Wastes.		waste ban sign is posted; waste ban plan is on site
<input checked="" type="checkbox"/>	19.207(9) Hazardous Waste.		none
<input checked="" type="checkbox"/>	19.207(10) Household Hazardous Waste and Waste Oil Collections.		all requirements are met
<input checked="" type="checkbox"/>	19.207(11) Bulky Waste.		
<input checked="" type="checkbox"/>	19.207(12) Liquid Wastes.		none



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Evaluated	Performance Standard	Deviation(s)	Comments/Observations and Recommended Corrective Action(s)
<input checked="" type="checkbox"/>	19.207(13) Bird Hazards.		none
<input checked="" type="checkbox"/>	19.207(14) Dust Control.		none
<input checked="" type="checkbox"/>	19.207(15) Vector Control.		none
<input checked="" type="checkbox"/>	19.207(16) Control of Wind-blown Litter.		
<input checked="" type="checkbox"/>	19.207(17) Staffing.		
<input checked="" type="checkbox"/>	19.207(18) Employee Facilities.		
<input checked="" type="checkbox"/>	19.207(19) Accident Prevention/Safety.		
<input checked="" type="checkbox"/>	19.207(20) Fire Protection.		
<input checked="" type="checkbox"/>	19.207(21) Recycling Operations.		
<input checked="" type="checkbox"/>	19.207(22) Records for Operational and Plan Execution.		All weights are measured on an out-going basis via weight slips.
<input checked="" type="checkbox"/>	19.207(23) Screening and/or Fencing.		none
<input checked="" type="checkbox"/>	19.207(24) Open Burning.		none
<input checked="" type="checkbox"/>	19.207(25) Inspections.		2021 corrective actions were met
<input checked="" type="checkbox"/>	19.207(26) End-of-Life Mercury-added Products.		proper signage and labels

B. CONSTRUCTION AND DEMOLITION (C&D) WASTE PROCESSING FACILITY OR C&D WASTE TRANSFER STATION

Evaluated	Performance Standard	Deviation(s)	Comments/Observations and Recommended Corrective Action(s)
<input type="checkbox"/>	19.206(1) Enclosed Operations.		
<input type="checkbox"/>	19.206(2) Storage.		
<input type="checkbox"/>	19.206(3) Contact Water.		
<input type="checkbox"/>	Suspect Asbestos-Containing Material (ACM) Inspection and Management Protocol.		
<input type="checkbox"/>	Sample collection of suspect ACM from incoming loads.	Discuss sample results: ► <input type="checkbox"/> Attach analytical reports.	



Massachusetts Department of Environmental Protection Bureau of Waste Prevention / Solid Waste Management

Third-Party Inspection Report – 310 CMR 19.018(8)
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VI. Inspection Observations

A. FACILITY CONDITION AND OPERATIONS

Examine and evaluate the facility condition and operations as observed during the inspection, including the following:

- ☒ Describe any evidence of the following conditions observed at the time of the inspection:
 - Unpermitted discharges to air, water, land or other natural resources of the Commonwealth; and
 - Dust, odors, litter, and/or other nuisance conditions.
 - ☒ Document and discuss all deviations from any specific requirements for the facility that are not addressed in the previous section (*Section V. – Performance Standards*), including without limitation, the requirements set forth in the facility's operation and maintenance plan, orders or other enforcement documents, and other solid waste permits, approvals, and authorizations issued to the facility by MassDEP.
 - ☒ List the types and estimated quantities of all waste and materials stored at the facility at the time of the inspection.
 - ☒ Provide a narrative that describes the overall status of the general condition, operation and performance of the facility as observed at the time of the inspection.
- ⇒ Attach photographs taken during the inspection that depict the general condition and operation of the facility. At a minimum, include photographs, as applicable, of the waste unloading (tipping) area, waste storage areas, recyclable material storage and, for transfer stations, the waste reloading activity.

Discussion: There is no evidence of unpermitted discharges or nuisance conditions. Quantities of waste on site during the inspection: trash - none collected on site; bulky waste 6 tons; scrap metal 3 tons; recyclable mixed paper <6 tons (compactor); recyclable mixed containers <3 tons; freon 25; electronics 20 units; propane tanks 17 20-pound tanks; tires 180; lamps 2 drums 4', 4 boxes CFLs, 1 8' box; ballasts 1 pail; 160 cubic yards leaves; used motor oil; rechargeable batteries, organics dumpster, Salvation Army box, mattress recycling trailer.

B. RECORD REVIEW

Examine and evaluate the facility's record-keeping. Without limitation, document the status of the facility's compliance with, and any deviations from, the record-keeping required by 310 MCR 19.000; the facility's operation and maintenance plan; orders or other enforcement documents issued to the facility; and other solid waste permits, approvals, determinations and authorizations issued to the facility by the Department, including the following:

- ☐ Discuss the evaluation of the Facility's "daily log" such as, daily tonnage records.
- ☐ List and discuss any special incidents that have occurred since the previous inspection such as exceedances of the facility's permitted waste acceptance limits, nature and outcome of complaints reported to the facility operator (including the identity of the complainant, if known), fires, emergencies, or other disruptions to the routine operation of the facility.

Discussion:



**Massachusetts Department of Environmental Protection
Bureau of Waste Prevention / Solid Waste Management**

Third-Party Inspection Report – 310 CMR 19.018(8)
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VII. Summary and Recommendations

Pursuant to 310 CMR 19.018(6)(a)4., where a third-party inspector observes that the operation or maintenance of the facility deviates from the aforementioned applicable requirements, he or she shall document all such deviations and recommend corrective actions for the facility to take to return to compliance.

A. INSPECTION RESULTS

Based on the examinations and evaluations conducted in Sections V. and VI., please summarize the inspection results by checking one of the following determinations:

☒ **No deviations from the applicable performance standards or additional requirements listed at 310 CMR 19.018(6) were identified during this inspection.**

If no deviations were identified during the inspection, check this box and proceed to Section VII.B.

☐ **Deviations from the applicable performance standards or additional requirements listed at 310 CMR 19.018(6) were identified during this inspection and are discussed further in this report.**

If deviations were identified during the inspection, check this box and ensure that each deviation and the recommended corrective actions are discussed in the applicable section(s) below.

B. STATUS OF PREVIOUS RECOMMENDATIONS FOR CORRECTIVE ACTION

If a previous inspection report identified deviations with recommendations for corrective action, please describe the action(s) taken since the last inspection to return the facility to compliance with the applicable requirements.

Discussion: 2021 corrective actions met: waste ban plan is in the attendant's shed, emergency contact information for an oil spill is posted, oil absorbent is in attendant's shed

C. RECOMMENDATIONS FOR CORRECTIVE ACTION

Based on the results of this inspection, please list all deviations noted during the inspection and provide recommendations for corrective action to return to compliance with the applicable requirement.

Recommendations:

D. ADDITIONAL COMMENTS

Comments:

VIII. Additional Information Checklist

Attach the following additional information, as applicable, to complete the inspection report.*

☒ Attach photographs taken during the inspection that depict the general condition and operation of the facility, as required in Section VI.A.

☐ For C&D Waste facilities only, attach the analytical results, as required in Section V.B.

**Note: Pursuant to 310 CMR 19.018(8), MassDEP may request additional information.*

Continue to Certification Statement on Next Page ►



**Massachusetts Department of Environmental Protection
Bureau of Waste Prevention / Solid Waste Management**

Third-Party Inspection Report – 310 CMR 19.018(8)
Operation & Maintenance

IX. Certification – THIRD-PARTY INSPECTOR

"I attest under the pains and penalty of perjury that:

1. I have personally examined and am familiar with the information contained in this submittal, including any and all documents accompanying this certification statement;
2. Based on my inquiry of those persons responsible for obtaining the information, the information contained in this submittal is, to the best of my knowledge, true, accurate and complete;
3. I have been able to conduct the third-party inspection and prepare the third-party inspection report without being influenced by the facility owner or operator and, (if I am a municipal employee) without being influenced by my municipal employer, by any coworker or by any elected or appointed official of the municipality; and
4. I am aware that there are significant penalties, including, but not limited to, possible administrative and civil penalties for submitting false, inaccurate, or incomplete information and possible fines and imprisonment for knowingly submitting false, inaccurate, or incomplete information."

Jan Ameen
Signature of Third-Party Inspector

Jan Ameen
Print Full Name

FCSWMD
Company Name

11/30/2022
Date (MM/DD/YYYY)

X. Certification – FACILITY OWNER/OPERATOR

Does the facility maintain a Financial Assurance Mechanism (FAM) pursuant to 310 CMR 19.051?

☐ YES ☒ NO

If yes: • Enter the amount of the current FAM:

\$

- Enter the date of the last revision of the FAM amount, pursuant to 310 CMR 19.051(6):

As a reminder, pursuant to 310 CMR 19.051(6), the estimate of the cost of closure and post-closure maintenance must be revised every year, and every second year shall be submitted to the Department.

"I certify under the penalty of law:

1. That I have personally examined and am familiar with the information submitted in this third-party inspection report, including but not limited to the statements above concerning the financial assurance mechanism in place in accordance with any facility permit and 310 CMR 19.051, and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties both civil and criminal for submitting false information including possible fines and imprisonment.
2. That, in the event that this inspection report contains a recommendation for corrective action(s), I have completed and attached to this report a Corrective Action Plan and Schedule*, pursuant to 310 CMR 19.018(8)(c)2."

**Note: The owner or operator may elect to correct deviations identified in the Third-Party Inspection Report in a manner that is different than that recommended by the Third-Party Inspector, so long as the facility is brought back into compliance with applicable requirements.*

Signature of Responsible Official

Print Full Name

Title

Date (MM/DD/YYYY)

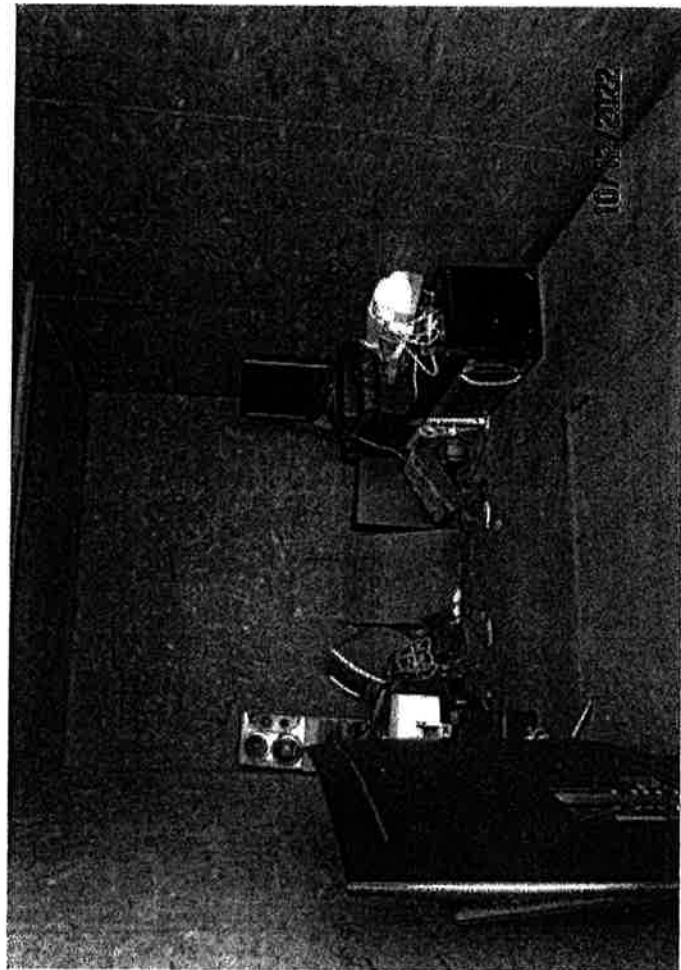
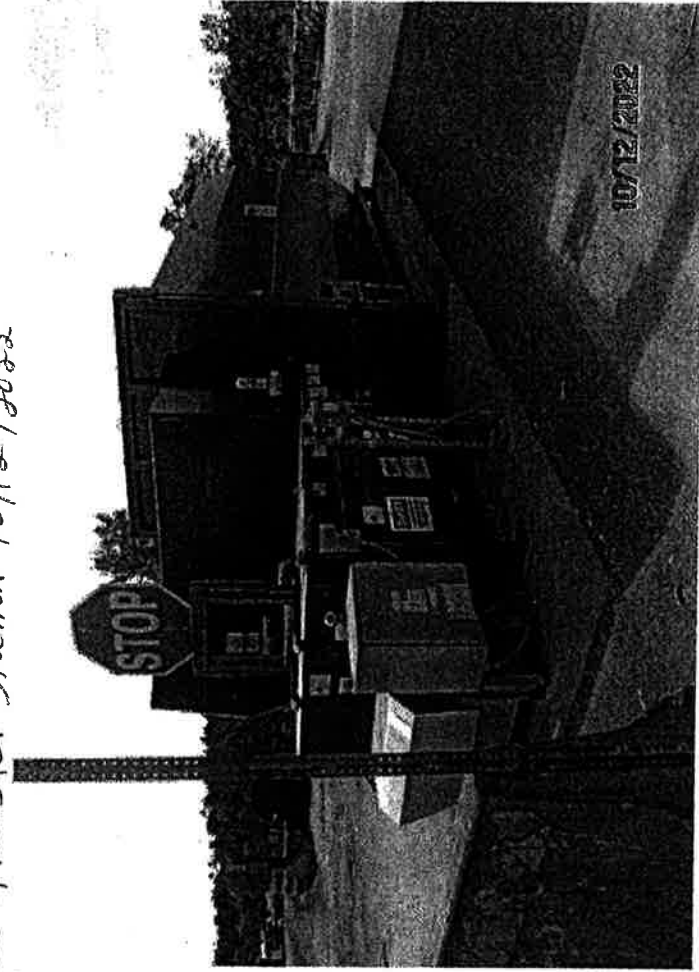
► Pursuant to 310 CMR 19.018(8)(c), a copy of each third-party inspection report shall be maintained at the facility in accordance with the requirements of 310 CMR 19.000. The owner and operator shall make third-party inspection reports available to personnel or authorized representatives of the Department for review at the facility upon request.

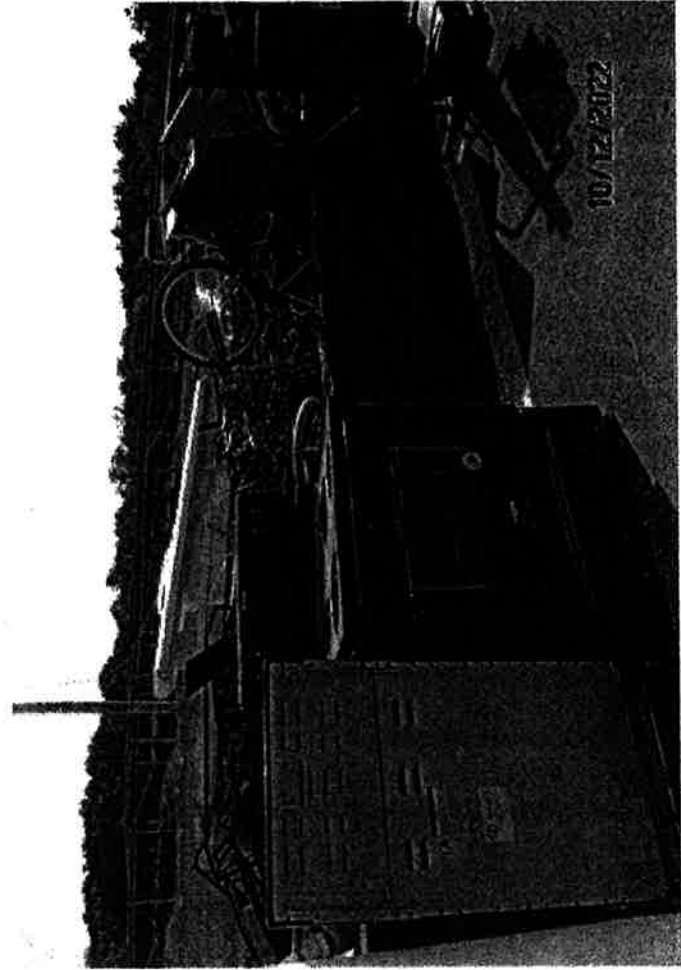
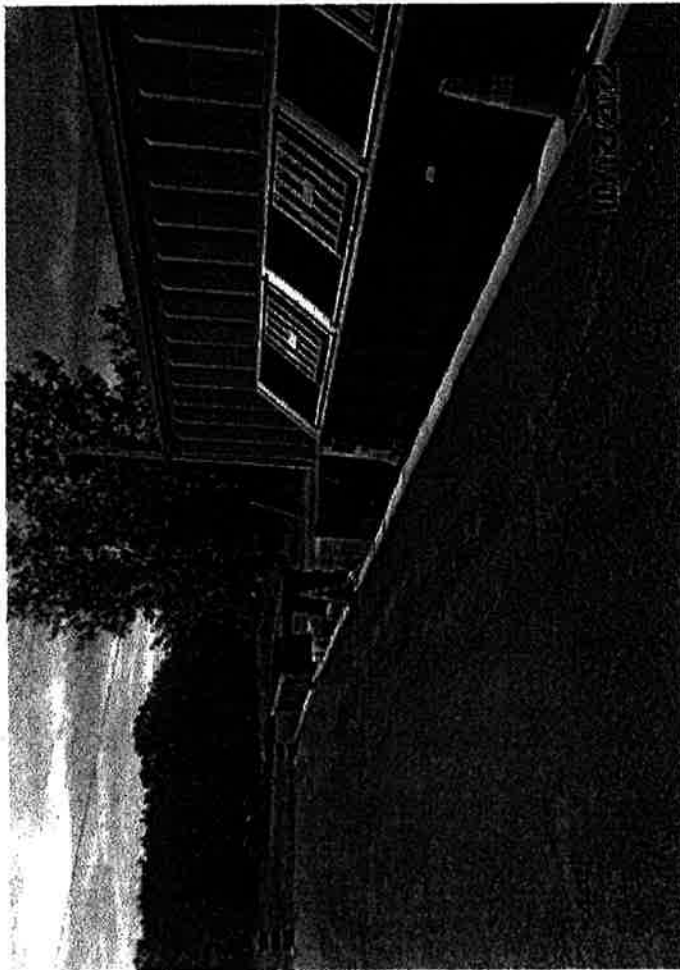
Within 30 days of the inspection date:

- Mail this completed form to the MassDEP Regional Office that serves the municipality in which the facility is located. (Attention: Solid Waste Management)
- Send one copy to the local board of health for the municipality in which the facility is located.

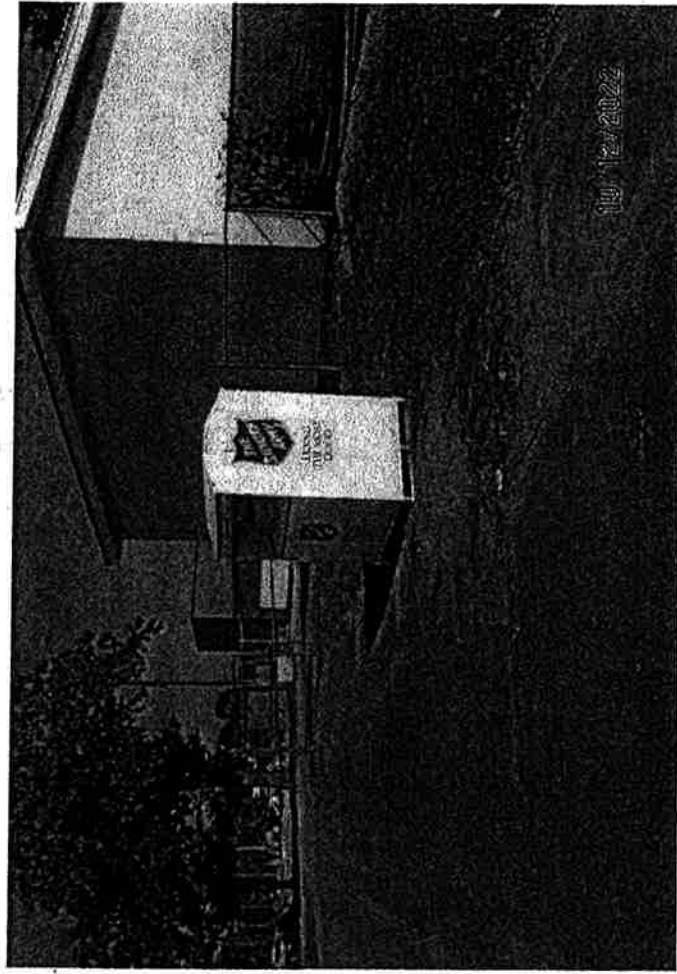
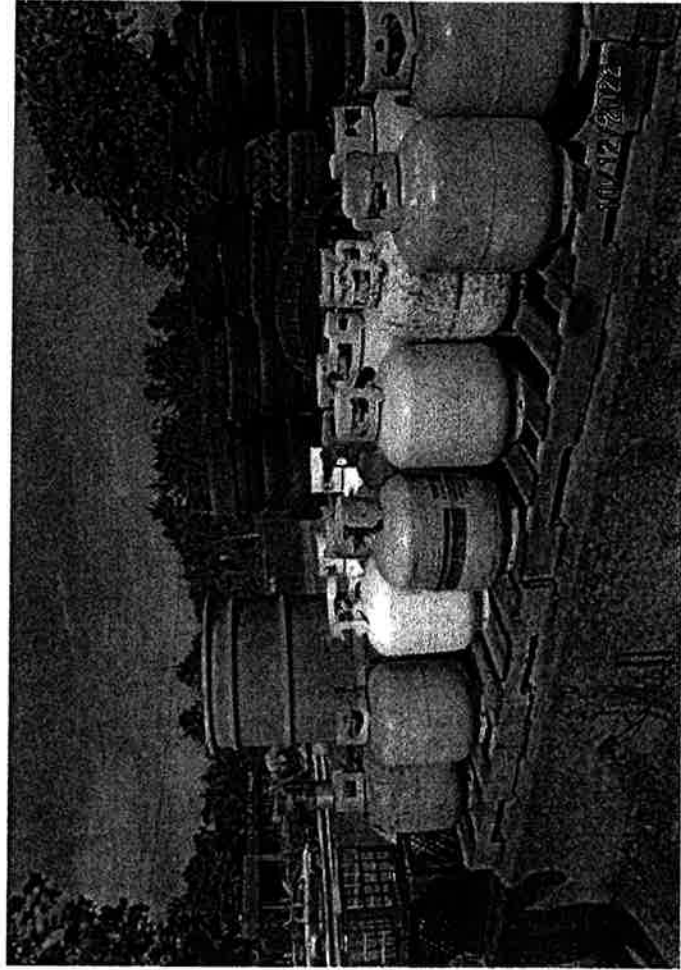
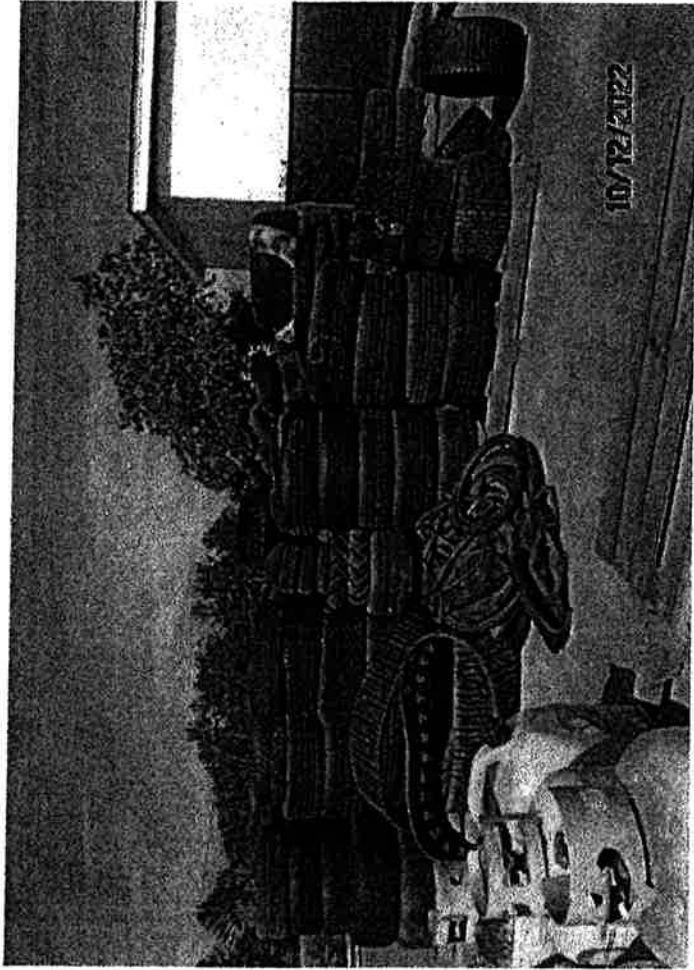
A list of municipalities and MassDEP Regional Offices is available online at:
<http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>

Montague transfer station 10/12/2022





Montague transfer station 10/12/2022



December 15, 2022

Tom Bergeron, Highway Superintendent
Town of Montague
Town Hall, One Avenue 'A'
Turners Falls, MA 01376

RE: **Eleventh Street Bridge Rehabilitation, Montague, MA.**

Mr. Bergeron:

Weston & Sampson is excited about the opportunity to assist the town of Montague with the structural visual inspection, design, and preparation of bidding documents for the rehabilitation of MassDOT inspection noted issues on the Eleventh Street Bridge over Utility Canal in Montague, MA.

PROJECT UNDERSTANDING AND APPROACH

The original bridge was built in 1915 and was most recently rehabilitated in 1996. The bridge is located east of the intersection of G Street and Eleventh Street. Based on our brief observations and review of the existing MassDOT Inspection Report, the bridge is a three-span continuous superstructure consisting of a truss-floorbeam-stringer system with four (4) thru-trusses (two per side on each side of the sidewalks). The bridge spans generally in the east-west direction with the center thru-truss spanning approximately 153 feet and two approach spans of approximately 17 feet each for a total span length of approximately 187 feet. The center truss span is supported by concrete piers and the approach spans are supported by the concrete piers and abutments via steel stringers. Each sidewalk is flanked by the thru-truss with a protective pedestrian rail on the bridge fascia. There is no protective rail on the traffic side of each sidewalk. Observed utilities consist of overhead utilities attached to the top of the truss on the downstream (south) side of the bridge and a water main on the upstream (north) side of the structure. Currently, there is a weight restriction posted at the bridge.

In general, the overall approach for the work of this project will consist of performing a structural inspection and developing a rehabilitation plan and construction documents for repair and improvements to the existing bridge structure necessary based on the latest MassDOT inspection report dated 11/13/2022 prepared by AI Engineers to provide a 10-year service life at the current posted weight limit. In addition, our team prepare the required Request for Determination of Applicability for submittal to the Town's Conservation Commission.

Based on our current understanding and observations, it is anticipated that the existing truss bridge structure will be rehabilitated in its existing location and configuration without the need for any new structures or work within the waterway. Hence, we neither anticipate nor provide budget for geotechnical subsurface investigation, acquisition of any additional property, or Army Corps permitting. If, during the inspection of the abutments and wingwalls, it is found that work will need to be performed on the structures within and/or affected by the waterway, then a hydraulic analysis may be required, and Weston & Sampson will notify the town of the scope of work, cost, and schedule that will be considered as additional work.

As follows, we describe the specific services proposed and budgeted for each of the project's components.

PROPOSED SCOPE OF SERVICES:

Task 1: Structural Visual Inspection

A visual non-destructive structural inspection will be performed to verify the conditions indicated in the existing MassDOT Inspection Report. The intent of the inspection is to provide verification of noted areas of pedestrian railings; deterioration at the existing concrete piers, abutments, and wingwalls; locations of sheared-off or

damaged bearing devices at each pier location supporting the trusses. These items that are to be inspected are limited to the items note as being a severe/major deficiency and should be repaired as soon as possible. Any additional areas noted during our limited visual inspection that may require immediate attention will be noted, the town informed and included in the rehabilitation plans.

Prepare for Visual Inspection:

- Review available town and MassDOT plans, load rating, and inspection reports of the existing bridge.

Perform Visual Inspection:

- Perform non-destructive visual inspection of the existing steel truss bridge, floor beams, stringers, bearing devices, and the existing watermain's attachments to the bridge structure were accessible from the sidewalk areas and step ladder.
- Perform non-destructive visual inspection of piers, abutments, and wingwalls where accessibility is available in the channel.
- The Inspection is to confirm the extent of deterioration noted in the MassDOT Inspection Report dated September 2020.

Task 2: Permitting

Weston & Sampson will prepare and submit to the Town of Montague a Request for Determination of Applicability for the bridge rehabilitation project, which will consist of the application and supporting materials, and will attend up to one (1) meeting with the town's Conservation Commission. If, during the review by the town and MassDOT, a Notice of Intent and/or other permitting is required, then Weston & Sampson can perform the additional permitting as an amendment to this contract.

Task 3: Semi -Final Design

Based on the visual structural inspection conformation of MassDOT Inspection report, the project will proceed to semi-final design, consisting of the following:

- Prepare Construction Drawings, consisting of:
 - Title Sheet (1 sheet)
 - General Bridge Structure Plan, Elevation and Typical Section.
 - Abutment, Pier, and Wingwall Repair Details
 - Existing bearing plan with noted deterioration locations and repair details
 - Bridge Beam Rail Repair Details
 - Pedestrian Rail with noted deterioration locations and repair details
 - Maintenance and Protection of Traffic
- Prepare a preliminary quantity take-off and engineer's opinion of construction cost.
- Prepare technical specifications.
- Identify anticipated permits required for implementation of the project.
- Attend up to one (1) virtual meeting with Town staff to resolve semi-final design comments.

The Semi-Final plans, when completed, will be sent electronically to the town for their review and comment.

Task 4: Final Design, Specifications, Bid Documents, and Revised Opinion of Costs

Upon receipt of comments from the town on the semi-final design submission and approval from the town to move to final design, Weston & Sampson will begin preparation of the Final Design documents incorporating the towns comments from semi-final design into as deemed necessary. We will prepare the specifications conforming to the applicable standards and requirements of MassDOT. Our team will finalize and coordinate maintenance and protection of traffic plan sheet(s) in accordance with the town's requirements. It is anticipated that the bridge

structure will be rehabilitated and that alternating one-way traffic may be used at the bridge during construction hours as a feasible detour route does not exist to close the bridge.

The final structural plans will be assembled for submission.

Using the updated final plans and specifications, we will prepare a final opinion of construction costs.

Weston & Sampson will undertake its internal QA/QC review procedures, under which the design drawings, specifications, and opinions of cost are reviewed.

Final design plans, specifications, structural calculations, and opinion of costs will be submitted to MassDOT for a Chapter 85 review, after which our team will prepare responses to one (1) round of comments, followed by final edits and resubmission of the documents for Chapter 85 approval by MassDOT.

Task 5: Bidding Assistance

Upon receipt of Chapter 85 approval from MassDOT and any required environmental permitting, Weston & Sampson will prepare the Advertisement for Bid and Central Register submission and provide one hard copy original of the bid plans and specifications along with an electronic PDF copy. The Town will be required to submit the advertisement in CommBuys. We will attend one (1) pre-bid meeting, answer prospective bidder's questions, and issue addenda, as needed. We will attend the bid opening, review all bids received for general compliance with the bid requirements, generate a bid tabulation, check the apparent low bidder's references with specific inquiries regarding the bidder's history related to change orders and overall project execution, and then make a bid award recommendation to the town.

FEE

Weston & Sampson's proposed fee to conduct **Tasks 1 to 7**, described in the scope of services above is **\$85,700 (EIGHTY FIVE THOUSAND SEVEN HUNDRED DOLLARS)**. The breakdown of the costs per Task is listed in the table below.

Task	Lump Sum Fee
1. Structural Visual Inspection	\$10,200
2. Permitting	\$10,000
3. Semi Final Design Submittal	\$38,700
4. Final Design, Specifications, Bid Documents, and Revised Opinion of Costs	\$20,600
5. Bidding Assistance	\$6,200
Total Lump Sum Fee:	\$85,700

We understand the importance to the Town of Montague to maintain the project budgets. Our project team prides itself on meeting the needs of our clients. We will maintain open communication with the town providing quality service.

We will be happy to meet with you to discuss our approach to your project and how we can best address your needs. Please feel free to contact me (860-616-6496) or Peter Grandy (860-616-6498), if you have any questions.

If you agree with this proposal and wish to retain us to provide the proposed services for the fee indicated, please sign and return one copy of this proposal to myself or Peter Grandy. Upon acceptance of the proposal, we will forward along our standard contract for signature to proceed with performance of the services.

Sincerely,
WESTON & SAMPSON ENGINEERS, INC.



Christopher B. Wester, PE
Vice President / Regional Manager

Approved by:

OWNER Name

Signature

Date

Printed Name and Title



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



4E

December 13, 2022

Town of Montague
Town Selectboard
Town Hall, One Avenue 'A'
Turners Falls, MA 01376

Attn: Tom Bergeron, Highway Superintendent

SUBJECT: NATIONAL BRIDGE INSPECTION STANDARDS (NBIS)
BRIDGE INSPECTION REPORTS

M-28-017 (0R4) ELEVENTH ST / UTILITY CANAL (ROUT. & FC)
M-28-028 (AQ9) PROSPECT ST / SPRING ST

Dated: 09/01/22
Dated: 10/19/22

Dear Mr. Bergeron:

As part of the Massachusetts Bridge Inspection Program, MassDOT - Highway Division performs the inspection of municipally owned bridges that have a clear span of 20 feet or greater. These bridges are scheduled to be inspected every two years or less.

For your records are copies of recent bridge inspection field reports for the referenced municipally owned bridges. Repair, rehabilitation or reconstruction of any bridges to address the deficiencies reported is the owner/custodian's responsibility. Chapter 90 funds may be used for these purposes.

Questions regarding the content of the reports may be directed to the District Bridge Inspection Engineer, Matthew Barrett, at 857-368-2081.

Sincerely,

 for

Patricia A. Leavenworth, P.E.
District 2 Highway Director

MB/
cc: BIE (2), DHD D-2, DBIE D-2
Enclosure

December 11, 2022

Bruce Sylvia,
Bridge Inspection Engineer
MassDOT Bridges / Structures
10 Park Plaza, Suite 6340
Boston, MA 02116

Attn: Matthew Barrett, District 2 Bridge Inspection Engineer

Re: Inspection of Statewide Complex Structures
Contract Number: 110112
Bridge Inspection M-28-017 (0R4)

Dear Mr. Sylvia,

Attached please find an electronic copy of the Routine and Fracture Critical Inspection Reports for Bridge Number M-28-017 (0R4). This bridge carries Eleventh Street over the Utility Canal in the Town of Montague.

Item 58 – Deck is coded 7. No change.

- Item 58.8 – Railings
 - (DEF=S/A) South sidewalk – pedestrian rail: at L0, the top rail at the splice connection is missing four (4) bolts and the adjacent sections are laterally misaligned up to 1/4". The lattice members are missing two (2) rivets. The bottom rail at the splice connection is missing one (1) rivet and the adjacent lattice connection bolt to the west is loose. Note: the railing at this location is loose and translates laterally up to 3" by hand.

Item 59 – Superstructure is coded 6. No change.

- Item 59.9 – Bearing Devices
 - (DEF=S/A) At the northwest pier, at floorbeam 1, both bearing anchor bolts are sheared off with minor horizontal displacement between sheared sections; floorbeam 1 is unsupported at the north bearing. This deficiency was reported to MassDOT District 2 DBIE via phone call and email dated 10/6/2022.

Item 60 – Substructure is coded 5. No change.

- Item 60.2.a – Pedestals
 - Northwest pier – west face at sidewalk stringers SW3 and SW4: 3'-4" long x 9" high x 4" deep spall exposing the anchor bolts and undermining the masonry plate up to 75% of the total area.
 - Southwest pier – west face at sidewalk stringers SW5 and SW8: 20" long x 9" high x up to 5" deep spall exposing the anchor bolts. The masonry plate at sidewalk stringer SW5 is undermined for up to 75% of the total area and the masonry plate at sidewalk stringer SW8 is completely undermined.

Concerns or special needs noted:

- On 10/06/2022, MassDOT District 2 DBIE was notified via phone call and email of the two (2) sheared off anchor bolts for floorbeam 1 bearing at the northwest pier. Floorbeam 1 is unsupported at the north bearing and there is minor horizontal displacement between the sheared sections.
- Re-rating: No.
- S/A Deficiencies: Yes, see the inspection report for complete details.
- Critical Deficiencies: No.

If you have any questions or comments, please contact us at your earliest convenience.

Very truly yours,
ATANE Engineers, P.C.



Mahmood Mohammed, P.E.
Executive Vice President

2-DIST 02	B.I.N. 0R4	STRUCTURES INSPECTION FIELD REPORT FRACTURE CRITICAL INSPECTION	BR. DEPT. NO. M-28-017
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CITY/TOWN MONTAGUE	8-STRUCTURE NO. M28017-0R4-MUN-NBI	11-Kilo. POINT 000.097	90-ROUTINE INSP. DATE Sep 1, 2022	93a - F.C. INSP. DATE Sep 1, 2022
07-FACILITY CARRIED HWY ELEVENTH ST	MEMORIAL NAME/LOCAL NAME		27-YR BUILT 1915	106-YR REBUILT 1996
06-FEATURES INTERSECTED WATER UTILITY CANAL	26-FUNCTIONAL CLASS Urban Local		DIST. BRIDGE INSPECTION ENGINEER <i>M. Barrett</i>	
43-STRUCTURE TYPE 310 : Steel Truss - Thru	22-OWNER Town Agency	21-MAINTAINER Town Agency	TEAM LEADER B. Slater <i>B. Slater</i>	
107-DECK TYPE 1 : Concrete Cast-in-Place	WEATHER Clear	TEMP. (air) 21°C	TEAM MEMBERS N. MUNOT	

WEIGHT POSTING	Not Applicable <table border="1" style="display: inline-table;"> <tr><td>H</td><td>3</td><td>3S2</td><td>Single</td></tr> <tr><td>16</td><td>22</td><td>25</td><td>N</td></tr> </table>	H	3	3S2	Single	16	22	25	N	Signs In Place (Y=Yes, N=No, NR=Not Required) Legibility/Visibility <table border="1" style="display: inline-table;"> <tr><td>E</td><td>W</td></tr> <tr><td>NR</td><td>NR</td></tr> </table>	E	W	NR	NR	Advance <table border="1" style="display: inline-table;"> <tr><td>E</td><td>W</td></tr> <tr><td>Y</td><td>Y</td></tr> <tr><td>8</td><td>8</td></tr> </table>	E	W	Y	Y	8	8	PLANS (Y/N): Y (V.C.R.) (Y/N): N TAPE#:
H	3	3S2	Single																			
16	22	25	N																			
E	W																					
NR	NR																					
E	W																					
Y	Y																					
8	8																					

RATING	Rating Report (Y/N): Y Date: 10/01/2008	Recommend for Rating or Rerating (Y/N): N	If YES please give priority: HIGH () MEDIUM () LOW ()
REASON:			
Inspection data at time of existing rating I 58: 7 I 59: 6 I 60: 6 I 62: Date :07/10/2008			

FRACTURE CRITICAL MEMBER(S):

	MEMBER	CRACK (Y/N):	WELD'S CONDITION (0-9)	LOCATION OF CORROSION, SECTION LOSS (%), CRACKS, COLLISION DAMAGE, STRESS CONCENTRATION, ETC.	CONDITION		INV. RATING OF MEMBER FROM RATING ANALYSIS			Deficiencies
					PREVIOUS (0-9)	PRESENT (0-9)	H-20	3	3S2	
A	Item 59.2 - Floorbeams	N	N	See remarks in comments section.	7	7	17	22	33	-
B	Item 59.5.b - Lower Chords	N	N	See remarks in comments section.	6	6	24	24	25	-
C	Item 59.5.c - Web Members	N	N	See remarks in comments section.	5	5	21	27	29	M-P
D	Item 59.7 - Conn Plt's, Gussets & Angles	N	N	See remarks in comments section.	6	6	21	24	25	M-P
E										

List of field tests performed: Visual and hands-on	I-59 I-60 (Overall Previous Condition) <table border="1" style="display: inline-table;"> <tr><td>6</td><td>5</td></tr> </table> (Overall Current Condition) <table border="1" style="display: inline-table;"> <tr><td>6</td><td>5</td></tr> </table>	6	5	6	5
6	5				
6	5				

DEFICIENCY: A defect in a structure that requires corrective action.

CATEGORIES OF DEFICIENCIES:

M = Minor Deficiency Deficiencies which are minor in nature, generally do not impact the structural integrity of the bridge and could easily be repaired. Examples include but are not limited to: Spalled concrete, Minor pot holes, Minor corrosion of steel, Minor scouring, Clogged drainage, etc.

S = Severe/Major Deficiency Deficiencies which are more extensive in nature and need more planning and effort to repair. Examples include but are not limited to: Moderate to major deterioration in concrete, Exposed and corroded rebars, Considerable settlement, Considerable scouring or undermining, Moderate to extensive corrosion to structural steel with measurable loss of section, etc.

C-S = Critical Structural Deficiency A deficiency in a structural element of a bridge that poses an extreme unsafe condition due to the failure or imminent failure of the element which will affect the structural integrity of the bridge.

C-H = Critical Hazard Deficiency A deficiency in a component or element of a bridge that poses an extreme hazard or unsafe condition to the public, but does not impair the structural integrity of the bridge. Examples include but are not limited to: Loose concrete hanging down over traffic or pedestrians, A hole in a sidewalk that may cause injuries to pedestrians, Missing section of bridge railing, etc.

URGENCY OF REPAIR:

I = Immediate- [Inspector(s) immediately contact District Bridge Inspection Engineer (DBIE) to report the Deficiency and to receive further instruction from him/her].

A = ASAP- [Action/Repair should be initiated by District Maintenance Engineer or the Responsible Party (If not a State owned bridge) upon receipt of the Inspection Report].

P = Prioritize- [Shall be prioritized by District Maintenance Engineer or the Responsible Party (If not a State owned bridge) and repairs made when funds and/or manpower is available].

X=UNKNOWN**N=NOT APPLICABLE****H=HIDDEN/INACCESSIBLE****R=REMOVED**

CITY/TOWN MONTAGUE	B.I.N. 0R4	BR. DEPT. NO. M-28-017	8.-STRUCTURE NO. M28017-0R4-MUN-NBI	INSPECTION DATE SEP 1, 2022
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REMARKS

BRIDGE ORIENTATION

Bridge No. M-28-017 (0R4) carries Eleventh Street over the Utility Canal in the Town of Montague. The two truss towers are labeled north and south, with the inner truss in each tower noted as closer to the roadway and the outer truss in each tower noted as closer to the fascia. The spans, panels, floorbeams, and truss nodes are numbered west to east. The stringers supporting the roadway are numbered S1 to S6 and the stringers supporting the sidewalks are numbered SW1 to SW8 each from north to south. The piers are labeled northwest, southwest, northeast, and southeast. The abutments and approaches are labeled west and east (**sketch 1 and photo 1**).

GENERAL REMARKS

The bridge is a three (3) span continuous superstructure consisting of a truss-floorbeam-stringer system with four (4) thru-trusses (two (2) trusses per tower), ten (10) floorbeams, six (6) stringers between the floorbeams supporting the roadway, and four (4) stringers between the floorbeams supporting each sidewalk (**sketch 2**). The deck is comprised of a reinforced concrete slab with a latex-modified concrete wearing surface. The substructure consists of reinforced concrete stub abutments and four (4) reinforced concrete pier columns.

ACCESS NOTES

The top of deck and trusses were accessed using a 40' bucket truck in conjunction with alternating single lane closures on Eleventh Street during the day with a Montague Police detail. The underside of spans 1 and 3, and portions of span 2, were accessed from the embankments while the canal was dewatered. The utility canal below the bridge is owned and operated by First Light Power Resources and no boat access was allowed to inspect the underside of the bridge. As access to span 2 is limited (no access with boat in canal), a drone was utilized for the remaining portions of span 2, as a visual inspection aide, to get high-definition images and robust live video feedback of the existing conditions.

The utility canal below the bridge is owned and operated by First Light Power Resources. The canal is dewatered for only one week a year and there is no boat access is allowed (when the canal is filled or dewatered). The primary contact at First Light is Nick Hollister <Nick.Hollister@firstlightpower.com> and the office phone number is (413)-659-4489.

IDENTIFICATION OF FRACTURE CRITICAL MEMBERS (FCMs)

The fracture critical members include the built-up steel truss web and lower chord tension members (including respective gusset plates), rolled steel roadway floorbeams and hanger connection plates and the built-up steel sidewalk floorbeams (**sketch 3**).

IDENTIFICATION OF FATIGUE SENSITIVE DETAILS (FSD)

A total of three (3) fatigue sensitive details were identified and provided in this inspection report. Refer to **sketches 4 through 8** for Fatigue Sensitive Details and for the Fracture Critical Inspection Checklist.

ITEM 59 - SUPERSTRUCTURE

Item 59.2 - Floorbeams

The roadway floorbeams have isolated locations of peeling paint with light rust and locations of rust and efflorescence leakage from above.

The sidewalk floorbeams have random peeling paint, moderate rust, and bleeding rust and efflorescence leakage from the above Stay-In-Place (SIP) forms and the sidewalk (topside) concrete patches (**photo 2**).

CITY/TOWN MONTAGUE	B.I.N. 0R4	BR. DEPT. NO. M-28-017	8.-STRUCTURE NO. M28017-0R4-MUN-NBI	INSPECTION DATE SEP 1, 2022
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REMARKS

Item 59.5 - Trusses - General
All chords, web members, gusset plates, connection bolts/rivets, and bracing have scattered peeling paint and light to moderate rust (**photo 3**).

Item 59.5.b - Lower Chords
North outer truss lower chord at and near node L12 has moderate vine growth.

Item 59.5.c - Web Members
Along the south tower inner truss at the bottom of members U2-L2, U2-L4, U4-L6, U8-L10, and U10-L8 are dents up to 1" deep due to collision damage. At all trusses, at numerous panel connections at the web member midpoints, is pack rust up to full length (approximately 8" long) x 1" thick (1/2" average thickness) with flange section loss typically up to 1" wide x knife edge remaining thickness; the remaining width typically has up to 1/16" deep section loss. Members with section loss at locations of pack rust are as follows:

North outer truss

- U4-L6 at M5 – outer flange has 7" long x 1/4" remaining thickness.
- U6-L4 at M5 and U10-L12 at M11 – inner flange has 8" long x 1/8" remaining thickness.
- U8-L6 at M7 – inner flange has 7" long x 1" wide x knife edge remaining thickness at the edge (**photo 4**).
- U10-L8 at M9 - flange has 6" long x 1/4" remaining thickness.
- U12-L14 at M13 – outer flange has 6" long x 1/8" remaining thickness.
- U16-L14 at M15 – both flanges have 8" long x 1" wide x 1/8" remaining thickness (**photo 5**).

North inner truss

- U8-L10 at M9 - flange has 7" long x 1/4" remaining thickness.
- U10-L12 at M11 - inner flange has 8" long x 1/2" wide x 1/8" remaining thickness.

South Outer Truss

- U4-L2 at M3 - outer flange has 6" long x knife edge remaining thickness; inner connection plate has 10" long x 1/4" remaining thickness.
- U6-L4 at M5 - outer flange has 6" long x 1/4" remaining thickness; inner flange has 6" long x knife edge remaining thickness.
- U8-L10 at M9 – outer flange has 8" long x 1/4" remaining thickness.
- U10-L12 at M11 - inner flange has 8" long x 1/8" remaining thickness.
- U12-L14 at M13 – outer flange has 6" long x 3/8" remaining thickness.

South Inner Truss

- U4-L2 at M3 - outer flange has 6" long x 3/8" remaining thickness (**photo 6**).
- U6-L4 at M5 - outer flange has 6" long x 1/4" remaining thickness.
- U6-L8 at M7 - outer flange has 8" long x 1/4" remaining thickness.
- U8-L10 at M9 - outer flange has 10" long x 1/4" remaining thickness; inner flange has 7" long x 3/8" remaining thickness.
- U12-L10 at M11 - inner flange has 7" long x 3/8" remaining thickness.

Item 59.7 - Conn Plt's, Gussets & Angles
The roadway floorbeam to sidewalk floorbeam hanger connection plates typically have peeling paint and light to moderate rust and moderate efflorescence leakage from above at random locations.

At the south outer truss, at node L10, the diaphragm angle connection (also serves as outer connection angle for the utility support bracket) has one (1) of six (6) connection bolts that are sheared / missing (**photo 7**).

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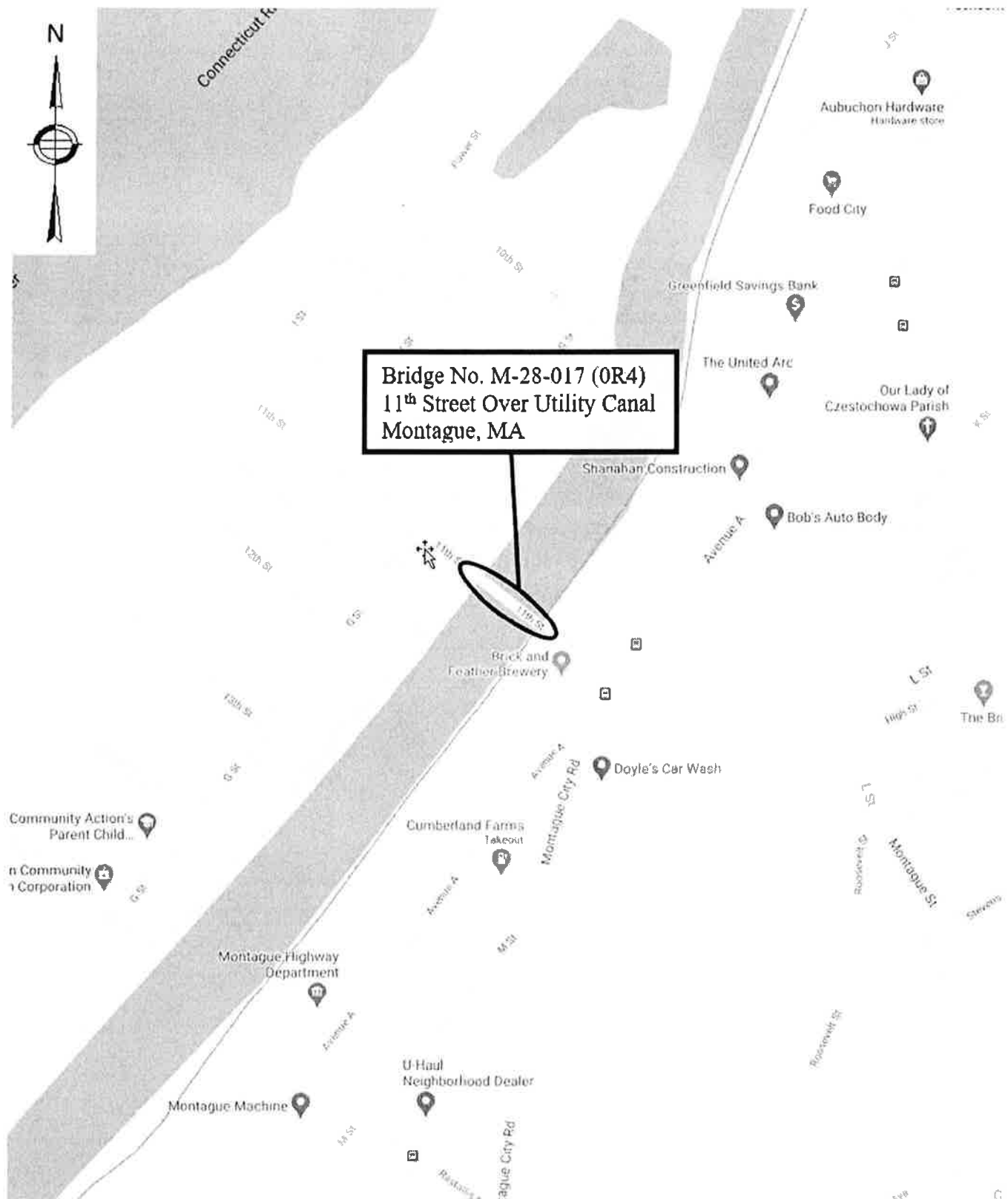
REMARKS

Sketch / Photo Log

- Sketch 1 : Location Map
- Sketch 2 : Framing plan & Fracture Critical Members
- Sketch 3 : Cross Section
- Sketch 4 : Fatigue Sensitive Details (1 of 3)
- Sketch 5 : Fatigue Sensitive Details (2 of 3)
- Sketch 6 : Fatigue Sensitive Details (3 of 3)
- Sketch 7 : Fracture Critical Element Inspection Procedure - Truss
- Sketch 8 : Fracture Critical Element Inspection Procedure - Floorbeam
- Photo 1 : Underside of deck and superstructure, span 2 shown, looking west.
- Photo 2 : Span 2, floorbeam 6, west face at the south end - sidewalk floorbeam has moderate rust; roadway floorbeam has light rust. Note the connection bolts and nuts with moderate rust.
- Photo 3 : North truss tower – web members have scattered locations of peeling paint and light rust.
- Photo 4 : North tower outer truss, member U8-L6 at M7 – the edge of the inner flange has knife edge remaining thickness.
- Photo 5 : North tower outer truss, member U16-L14 at M15 – flanges have section loss at the edge.
- Photo 6 : South tower inner truss, member U4-L2 at M3 – outer flange has section loss at the edge.
- Photo 7 : South tower outer truss at node L10, looking north: the diaphragm angle connection (also serves as outer connection angle for the utility support bracket) has a sheared / missing connection bolt.

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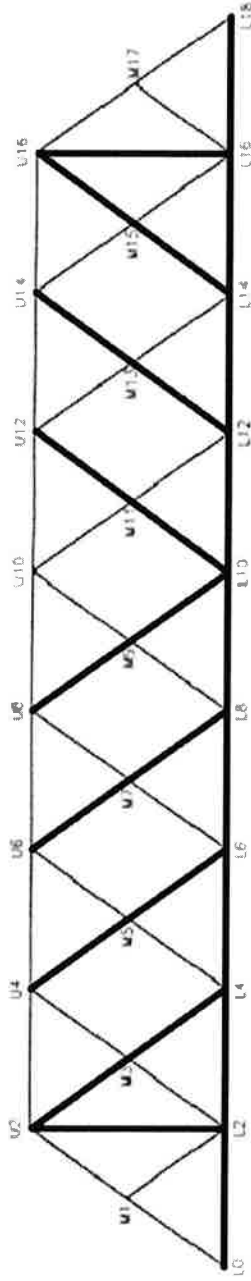
SKETCHES



Sketch 1: Location Map

CITY/TOWN MONTAGUE	B.I.N. 0R4	BR. DEPT. NO. M-28-017	8-STRUCTURE NO. M28017-0R4-MUN-NBI	INSPECTION DATE SEP 1, 2022
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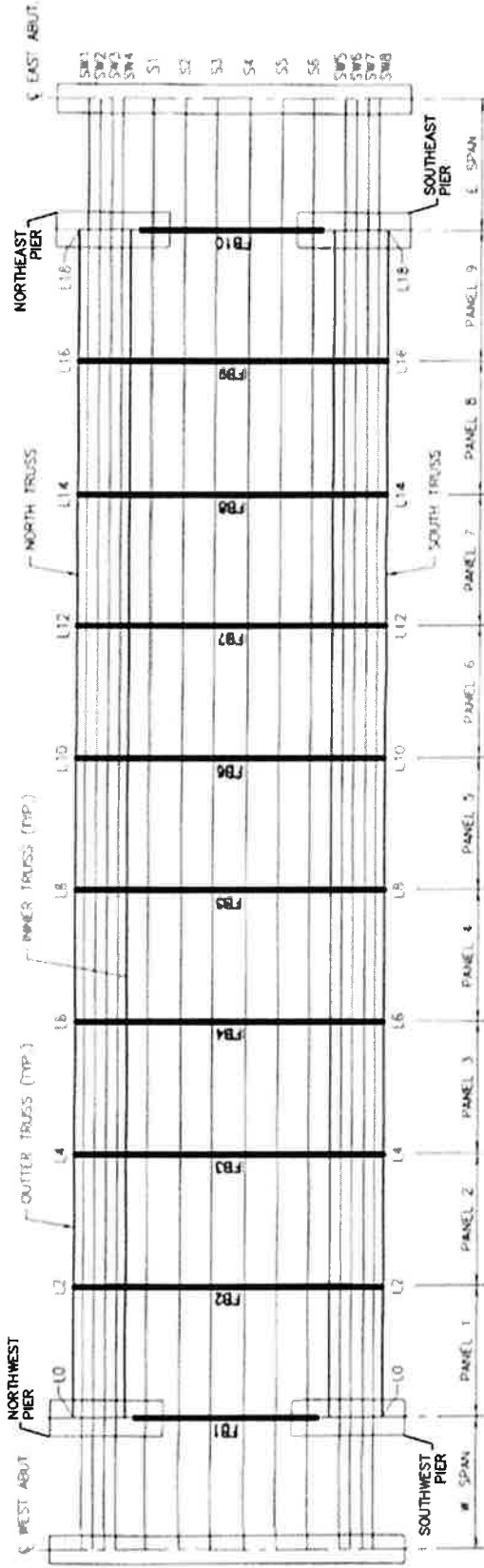
SKETCHES



SOUTH ELEVATION VIEW
(NORTH ELEVATION OPPOSITE HAND)

NOTE:

— - FRACTURE CRITICAL MEMBER

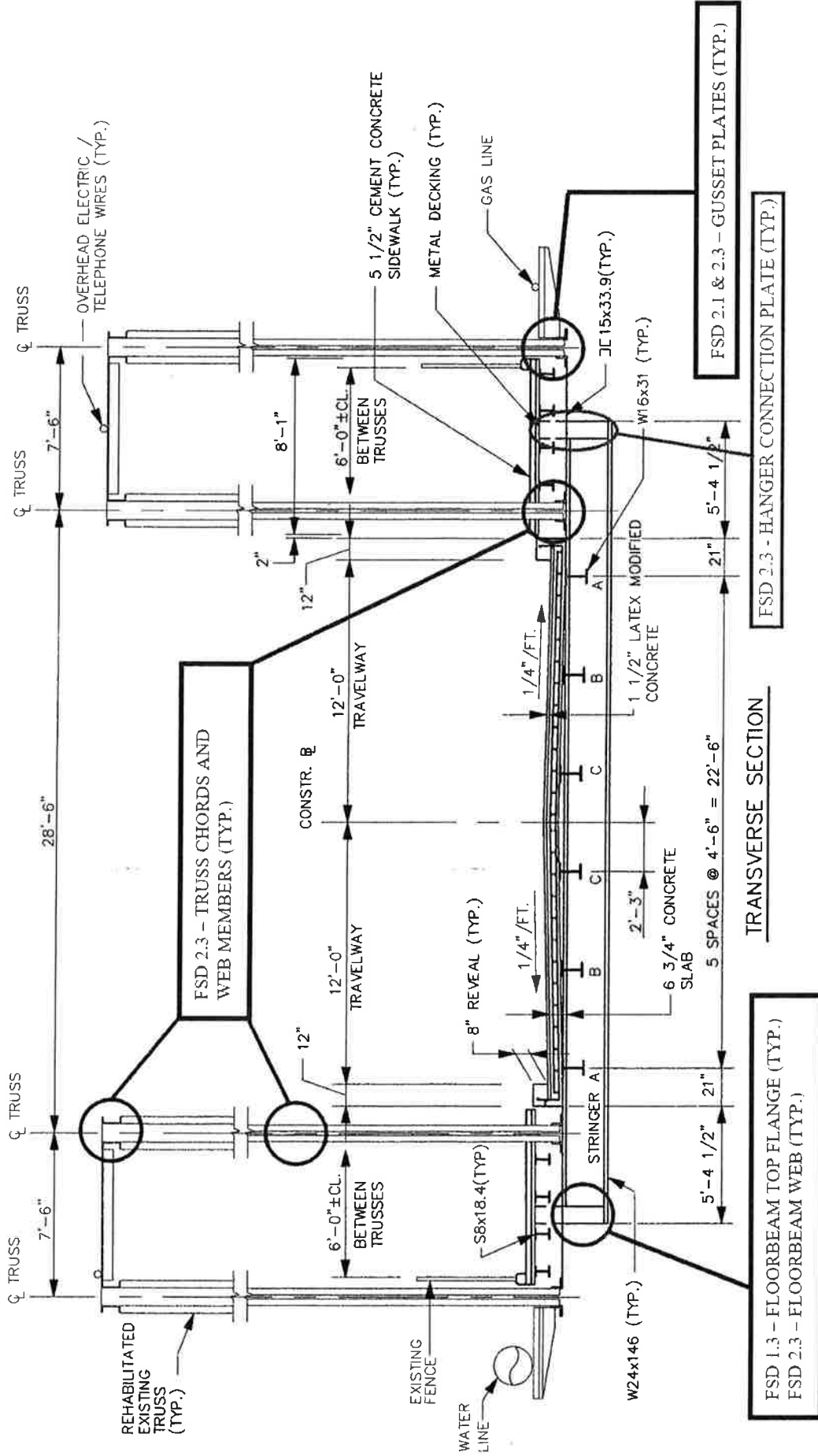


PLAN VIEW

Sketch 2: Framing plan & Fracture Critical Members

CITY/TOWN MONTAGUE	B.I.N. 0R4	BR. DEPT. NO. M-28-017	8-STRUCTURE NO. M28017-0R4-MUN-NBI	INSPECTION DATE SEP 1, 2022
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SKETCHES



Sketch 3: Cross Section

CITY/TOWN MONTAGUE	B.I.N. 0R4	BR. DEPT. NO. M-28-017	8.-STRUCTURE NO. M28017-0R4-MUN-NBI	INSPECTION DATE SEP 1, 2022
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SKETCHES

FATIGUE SENSITIVE DETAILS (FSD):

DESCRIPTION:

- FSD 1.3 – Member with re-entrant corners at copes, block outs, or other geometric discontinuities.
- FSD 2.1 – Base metal at the gross section of high-strength bolted joints designed as slip critical connections with pre-tensioned high-strength bolts installed in holes drilled full size or subpunched and renamed to size.
- FSD 2.3 – Base metal at net or gross section of high-strength bolted joints with pre-tensioned bolts installed in holes punched; and base metal at the net section of other mechanically fastened joints.

Sketch 4: Fatigue Sensitive Details (1 of 3)

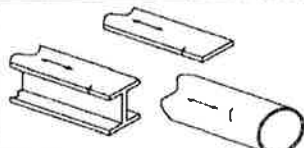
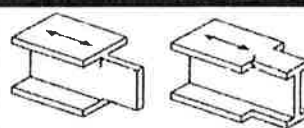
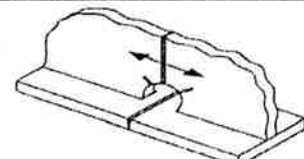
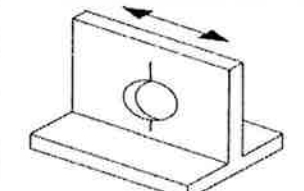
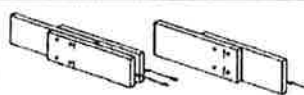
CITY/TOWN MONTAGUE	B.I.N. 0R4	BR. DEPT. NO. M-28-017	8.-STRUCTURE NO. M28017-0R4-MUN-NBI	INSPECTION DATE SEP 1, 2022
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SKETCHES

6-36

AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, EIGHTH EDITION, 2017

Table 6.6.1.2.3-1—Detail Categories for Load-Induced Fatigue

Description	Category	Constant A (ksi) ³	Threshold $(\Delta F)_t$ ksi	Potential Crack Initiation Point	Illustrative Examples
Section 1—Plain Material away from Any Welding					
1.1 Base metal, except noncoated weathering steel, with rolled or cleaned surfaces. Flame-cut edges with surface roughness value of 1,000 μ -in. or less, but without re-entrant corners.	A	250×10^8	24	Away from all welds or structural connections	
1.2 Noncoated weathering steel base metal with rolled or cleaned surfaces designed and detailed in accordance with FHWA (1989). Flame-cut edges with surface roughness value of 1,000 μ -in. or less, but without re-entrant corners.	B	120×10^8	16	Away from all welds or structural connections	
1.3 Member with re-entrant corners at copes, cuts, block-outs or other geometrical discontinuities made to the requirements of AASHTO/AWS D1.5, except weld access holes	C	44×10^8	10	At any external edge	
1.4 Rolled cross sections with weld access holes made to the requirements of AASHTO/AWS D1.5, Article 3.2.4.	C	44×10^8	10	In the base metal at the re-entrant corner of the weld access hole	
1.5 Open holes in members (Brown et al., 2007).	D	22×10^8	7	In the net section originating at the side of the hole	
Section 2—Connected Material in Mechanically Fastened Joints					
2.1 Base metal at the gross section of high-strength bolted joints designed as slip-critical connections with pretensioned high-strength bolts installed in holes drilled full size or subpunched and reamed to size—e.g., bolted flange and web splices and bolted stiffeners. (Note: see Condition 2.3 for bolt holes punched full size; see Condition 2.5 for bolted angle or tee section member connections to gusset or connection plates.)	B	120×10^8	16	Through the gross section near the hole	

continued on next page

Sketch 5: Fatigue Sensitive Details (2 of 3)

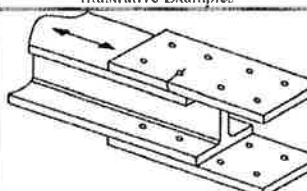
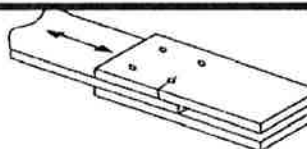
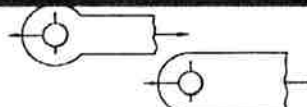
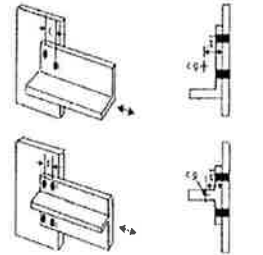
CITY/TOWN MONTAGUE	B.I.N. 0R4	BR. DEPT. NO. M-28-017	8-STRUCTURE NO. M28017-0R4-MUN-NBI	INSPECTION DATE SEP 1, 2022
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SKETCHES

SECTION 6: STEEL STRUCTURES

6-37

Table 6.6.1.2.3-1 (continued)---Detail Categories for Load-Induced Fatigue

Description	Category	Constant A (ksi) ¹	Threshold $(\Delta F)_{TH}$ ksi	Potential Crack Initiation Point	Illustrative Examples
2.2 Base metal at the net section of high-strength bolted joints designed as bearing-type connections but fabricated and installed to all requirements for slip-critical connections with pretensioned high-strength bolts installed in holes drilled full size or subpunched and reamed to size. (Note: see Condition 2.3 for bolt holes punched full size; see Condition 2.5 for bolted angle or tee section member connections to gusset or connection plates.)	B	120×10^6	16	In the net section originating at the side of the hole	
2.3 Base metal at the net or gross section of high-strength bolted joints with pretensioned bolts installed in holes punched full size (Brown et al., 2007); and base metal at the net section of other mechanically fastened joints, except for eyebars and pin plates, e.g., joints using ASTM A307 bolts or non-pretensioned high-strength bolts. (Note: see Condition 2.5 for bolted angle or tee section member connections to gusset or connection plates.)	D	22×10^6	7	In the net section originating at the side of the hole or through the gross section near the hole, as applicable	
2.4 Base metal at the net section of eybar heads or pin plates (Note: for base metal in the shank of eyebars or through the gross section of pin plates, see Condition 1.1 or 1.2, as applicable.)	E	11×10^6	4.5	In the net section originating at the side of the hole	
2.5 Base metal in angle or tee section members connected to a gusset or connection plate with high-strength bolted slip-critical connections. The fatigue stress range shall be calculated on the effective net area of the member, $A_e = UA_g$, in which $U = (1 - \bar{x}/L)$ and where A_g is the gross area of the member, \bar{x} is the distance from the centroid of the member to the surface of the gusset or connection plate and L is the out-to-out distance between the bolts in the connection parallel to the line of force. The effect of the moment due to the eccentricities in the connection shall be ignored in computing the stress range (McDonald and Frank, 2009). The fatigue category shall be taken as that specified for Condition 2.1. For all other types of bolted connections, replace A_g with the net area of the member, A_n , in computing the effective net area according to the preceding equation and use the appropriate fatigue category for that connection type specified for Condition 2.2 or 2.3, as applicable.	See applicable Category above	See applicable Constant above	See applicable Threshold above	Through the gross section near the hole, or in the net section originating at the side of the hole, as applicable	

continued on next page

Sketch 6: Fatigue Sensitive Details (3 of 3)

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SKETCHES

FRACTURE INSPECTION PROCEDURE:

RIVETED OR BOLTED TRUSS TENSION MEMBERS

- 1) Check each component to see that the loads are being evenly distributed between them by attempting to vibrate the members by hand. Check that the batten plates and lacing bars are tight.
- 2) Check all rivets and bolts to determine that they are tight. Check for cracked or missing bolts, rivets, and rivet heads.
- 3) Check the member for misplaced holes or repaired holes that have been filled with weld material. These are possible sources of fatigue cracking.
- 4) Check the area around the floorbeam and truss lateral bracing connections for cracking in the web due to out-of-plane bending.
- 5) Check carefully along the first row of bolts or rivets for cracking as the first row carries more load than the succeeding rows. The first row is the row closest to the edge of the gusset plate and perpendicular to the axis of the member.
- 6) Check the entire length of the member for cracking which may have originated from corrosion, pitting or section loss, or defects in fabrication (e.g., nicks and gouges in the steel). Check for nicks, gouges, and tears due to impact damage.
- 7) Observe any tack welds used either in construction or repair as this is a potential source of cracks.

Inspection Procedure taken from the Federal Highway Administration Report No. FHWA-IP-86-26, "Inspection of Fracture Critical Members", dated September 1986.

Sketch 7: Fracture Critical Element Inspection Procedure - Truss

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SKETCHES

FRACTURE INSPECTION PROCEDURE:

GIRDERS, FLOOR BEAMS, AND PIER CAPS – RIVETED OR BOLTED MEMBERS

- 1) Check all rivets and bolts to ensure that they are tight and that the individual components are operating as one. Check for cracked or missing bolts, rivets, and rivet heads.
- 2) Check the member for misplaced holes or repaired holes that have been filled with weld material. These are possible sources of fatigue cracking.
- 3) Check the area around the floorbeam and lateral bracing connections for cracking in the web due to out-of-plane bending.
- 4) Check the entire length of the tension flanges and web for cracking which may have originated from corrosion, pitting or section loss, or defects in fabrication (e.g., nicks and gouges in the steel).
- 5) Check the entire length for temporary erection welds, tack welds, or welded connection not shown on the shop drawings.

Inspection Procedure taken from the Federal Highway Administration Report No. FHWA-IP-86-26, "Inspection of Fracture Critical Members", dated September 1986.

Sketch 8: Fracture Critical Element Inspection Procedure - Floorbeam

CITY/TOWN MONTAGUE	B.I.N. 0R4	BR. DEPT. NO. M-28-017	8.-STRUCTURE NO. M28017-0R4-MUN-NBI	INSPECTION DATE SEP 1, 2022
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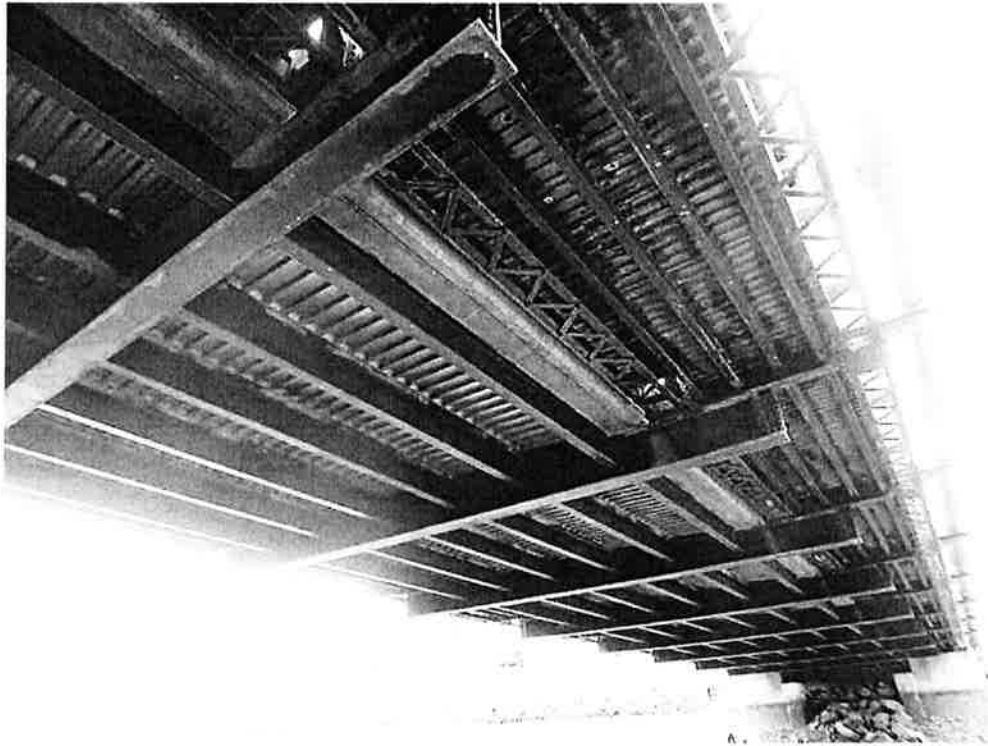
PHOTOS

Photo 1: Underside of deck and superstructure, span 2 shown, looking west.



Photo 2: Span 2, floorbeam 6, west face at the south end - sidewalk floorbeam has moderate rust; roadway floorbeam has light rust. Note the connection bolts and nuts with moderate rust.

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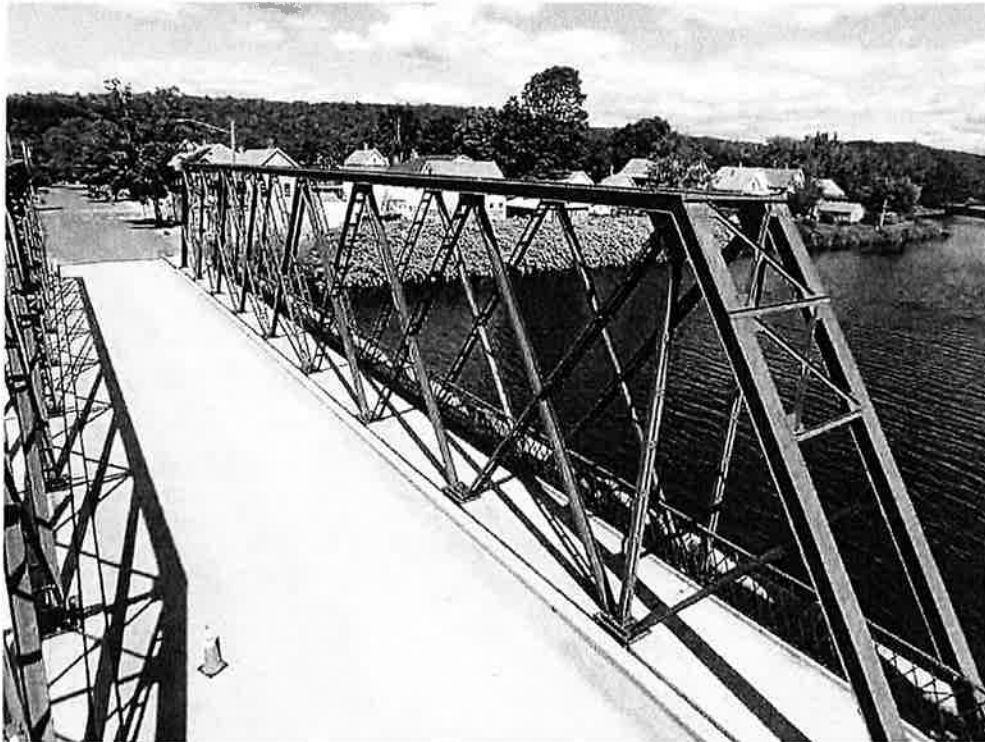
PHOTOS

Photo 3: North truss tower – web members have scattered locations of peeling paint and light rust.

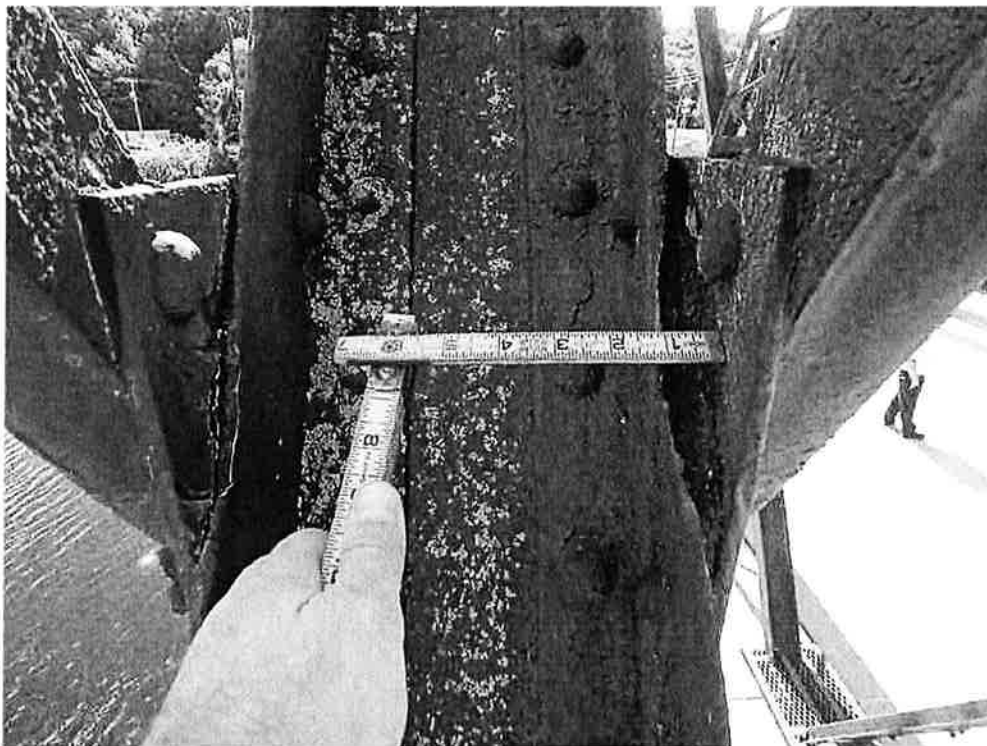


Photo 4: North tower outer truss, member U8-L6 at M7 – the edge of the inner flange has knife edge remaining thickness.

CITY/TOWN
MONTAGUEB.I.N.
0R4BR. DEPT. NO.
M-28-0178.-STRUCTURE NO.
M28017-0R4-MUN-NBIINSPECTION DATE
SEP 1, 2022

PHOTOS

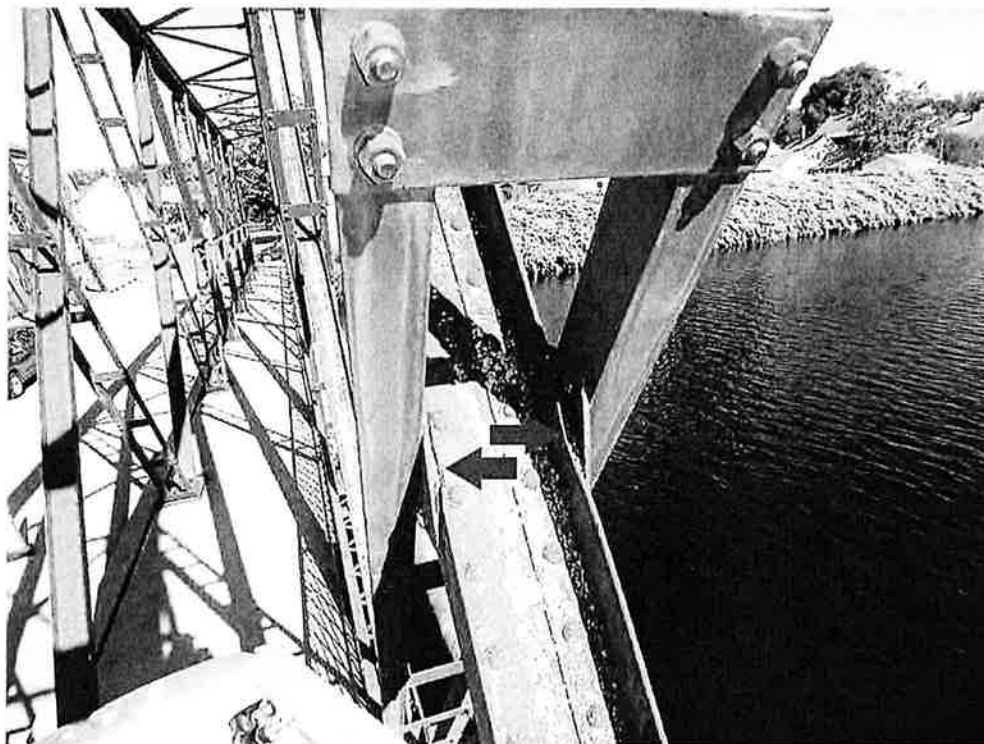


Photo 5: North tower outer truss, member U16-L14 at M15 – flanges have section loss at the edge.



Photo 6: South tower inner truss, member U4-L2 at M3 – outer flange has section loss at the edge.

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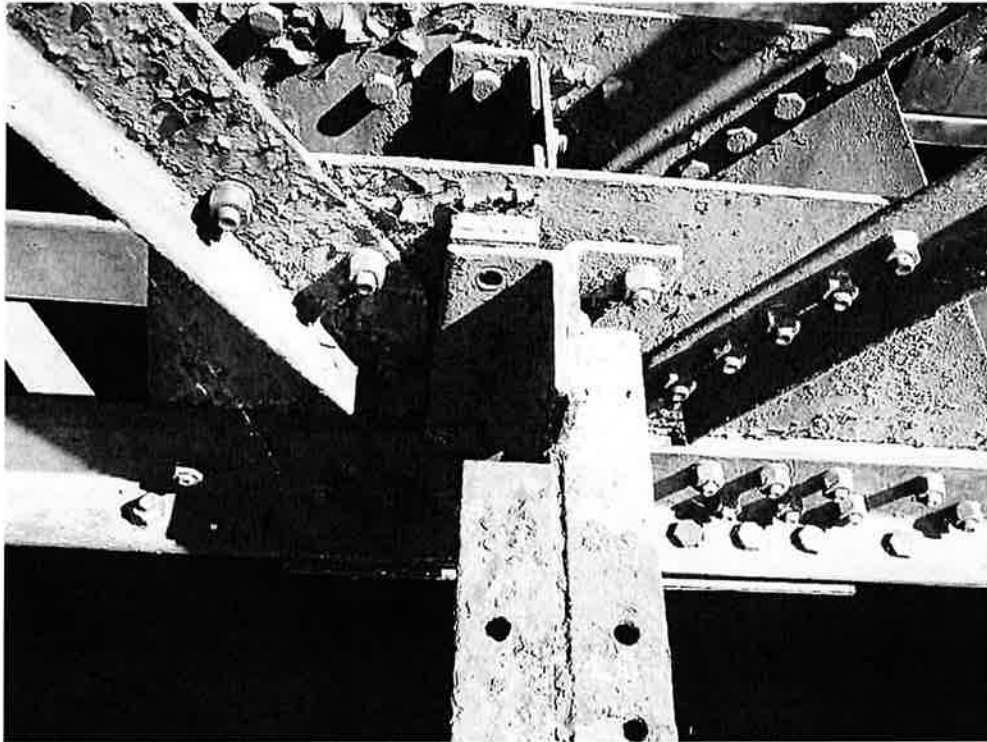
PHOTOS

Photo 7: South tower outer truss at node L10, looking north: the diaphragm angle connection (also serves as outer connection angle for the utility support bracket) has a sheared / missing connection bolt.

December 11, 2022

Bruce Sylvia,
Bridge Inspection Engineer
MassDOT Bridges / Structures
10 Park Plaza, Suite 6340
Boston, MA 02116

Attn: Matthew Barrett, District 2 Bridge Inspection Engineer

Re: Inspection of Statewide Complex Structures
Contract Number: 110112
Bridge Inspection M-28-017 (0R4)

Dear Mr. Sylvia,

Attached please find an electronic copy of the Routine and Fracture Critical Inspection Reports for Bridge Number M-28-017 (0R4). This bridge carries Eleventh Street over the Utility Canal in the Town of Montague.

Item 58 – Deck is coded 7. No change.

- Item 58.8 – Railings
 - (DEF=S/A) South sidewalk – pedestrian rail: at L0, the top rail at the splice connection is missing four (4) bolts and the adjacent sections are laterally misaligned up to 1/4". The lattice members are missing two (2) rivets. The bottom rail at the splice connection is missing one (1) rivet and the adjacent lattice connection bolt to the west is loose. Note: the railing at this location is loose and translates laterally up to 3" by hand.

Item 59 – Superstructure is coded 6. No change.

- Item 59.9 – Bearing Devices
 - (DEF=S/A) At the northwest pier, at floorbeam 1, both bearing anchor bolts are sheared off with minor horizontal displacement between sheared sections; floorbeam 1 is unsupported at the north bearing. This deficiency was reported to MassDOT District 2 DBIE via phone call and email dated 10/6/2022.

Item 60 – Substructure is coded 5. No change.

- Item 60.2.a – Pedestals
 - Northwest pier – west face at sidewalk stringers SW3 and SW4: 3'-4" long x 9" high x 4" deep spall exposing the anchor bolts and undermining the masonry plate up to 75% of the total area.
 - Southwest pier – west face at sidewalk stringers SW5 and SW8: 20" long x 9" high x up to 5" deep spall exposing the anchor bolts. The masonry plate at sidewalk stringer SW5 is undermined for up to 75% of the total area and the masonry plate at sidewalk stringer SW8 is completely undermined.

Concerns or special needs noted:

- On 10/06/2022, MassDOT District 2 DBIE was notified via phone call and email of the two (2) sheared off anchor bolts for floorbeam 1 bearing at the northwest pier. Floorbeam 1 is unsupported at the north bearing and there is minor horizontal displacement between the sheared sections.
- Re-rating: No.
- S/A Deficiencies: Yes, see the inspection report for complete details.
- Critical Deficiencies: No.

If you have any questions or comments, please contact us at your earliest convenience.

Very truly yours,
ATANE Engineers, P.C.



Mahmood Mohammed, P.E.
Executive Vice President

STRUCTURES INSPECTION FIELD REPORT

BR. DEPT. NO.

M-28-017

2-DIST
02B.I.N.
0R4

ROUTINE INSPECTION

CITY/TOWN MONTAGUE		8.-STRUCTURE NO. M28017-0R4-MUN-NBI		11-Kilo. POINT 000.097	41-STATUS P:POSTED	90-ROUTINE INSP. DATE SEP 1, 2022
07-FACILITY CARRIED HWY ELEVENTH ST		MEMORIAL NAME/LOCAL NAME		27-YR BUILT 1915	106-YR REBUILT 1996	YR REHAB'D (NON 106) 0000
06-FEATURES INTERSECTED WATER UTILITY CANAL		26-FUNCTIONAL CLASS Urban Local		DIST. BRIDGE INSPECTION ENGINEER <i>M. Barrett</i>		
43-STRUCTURE TYPE 310 : Steel Truss - Thru		22-OWNER Town Agency	21-MAINTAINER Town Agency	TEAM LEADER B. Slater <i>B. Slater</i>		PROJ MGR ATANE Engineers P C <i>Atane</i>
107-DECK TYPE 1 : Concrete Cast-in-Place		WEATHER Clear	TEMP. (air) 21°C	TEAM MEMBERS N. MUNOT		

ITEM 58		7	DEF
DECK			
1. Wearing Surface	6	-	
2. Deck Condition	7	-	
3. Stay in place forms	6	M-P	
4. Curbs	6	-	
5. Median	N	-	
6. Sidewalks	6	M-P	
7. Parapets	N	-	
8. Railing	5	S-A	
9. Anti Missile Fence	N	-	
10. Drainage System	N	-	
11. Lighting Standards	N	-	
12. Utilities	6	-	
13. Deck Joints	N	-	
14.	N	-	
15.	N	-	
16.	N	-	

N	S
CURB REVEAL (In millimeters)	215 215

APPROACHES		DEF
a. Appr. Pavement Condition	6	M-P
b. Appr. Roadway Settlement	6	M-P
c. Appr. Sidewalk Settlement	6	M-P
d. Appr. Sidewalk Condition	7	-

OVERHEAD SIGNS (Attached to bridge)		(Y/N)	DEF
a. Condition of Welds	N	-	
b. Condition of Bolts	N	-	
c. Condition of Signs	N	-	

ITEM 59		6	DEF
SUPERSTRUCTURE			
1. Stringers	7	-	
2. Floorbeams	7	-	
3. Floor System Bracing	N	-	
4. Girders or Beams	N	-	
5. Trusses - General	6	-	
a. Upper Chords	6	-	
b. Lower Chords	6	-	
c. Web Members	5	M-P	
d. Lateral Bracing	6	-	
e. Sway Bracings	N	-	
f. Portals	N	-	
g. End Posts	6	-	
6. Pin & Hangers	N	-	
7. Conn Plt's, Gussets & Angles	6	M-P	
8. Cover Plates	N	-	
9. Bearing Devices	4	S-A	
10. Diaphragms/Cross Frames	N	-	
11. Rivets & Bolts	6	M-P	
12. Welds	7	-	
13. Member Alignment	6	-	
14. Paint/Coating	5	M-P	
15.	N	-	

Year Painted 1996

COLLISION DAMAGE: Please explain
None () Minor (X) Moderate () Severe ()LOAD DEFLECTION: Please explain
None () Minor (X) Moderate () Severe ()LOAD VIBRATION: Please explain
None () Minor (X) Moderate () Severe ()

Any Fracture Critical Member: (Y/N) Y

Any Cracks: (Y/N) N

ITEM 60		5	DEF
SUBSTRUCTURE			
1. Abutments	Dive	Cur	7
a. Pedestals	N	N	-
b. Bridge Seats	N	N	-
c. Backwalls	N	7	-
d. Breastwalls	N	7	-
e. Wingwalls	N	7	-
f. Slope Paving/Rip-Rap	N	7	-
g. Pointing	N	N	-
h. Footings	N	N	-
i. Piles	N	H	-
j. Scour	N	7	-
k. Settlement	N	7	-
l.	N	N	-
m.	N	N	-
2. Piers or Bents			5
a. Pedestals	N	4	S-A
b. Caps	N	N	-
c. Columns	N	N	-
d. Stems/Webs/Pierwalls	N	5	M-P
e. Pointing	N	N	-
f. Footing	N	H	-
g. Piles	N	H	-
h. Scour	N	7	-
i. Settlement	N	7	-
j.	N	N	-
k.	N	N	-
3. Pile Bents			N
a. Pile Caps	N	N	-
b. Piles	N	N	-
c. Diagonal Bracing	N	N	-
d. Horizontal Bracing	N	N	-
e. Fasteners	N	N	-

UNDERMINING (Y/N) If YES please explain N

COLLISION DAMAGE:
None (X) Minor () Moderate () Severe ()SCOUR: Please explain
None (X) Minor () Moderate () Severe ()

I-60 (Dive Report): N I-60 (This Report): 5

93B-U/W (DIVE) Insp 00/00/0000

X=UNKNOWN

N=NOT APPLICABLE H=HIDDEN/INACCESSIBLE

R=REMOVED

CITY/TOWN MONTAGUE	B.I.N. 0R4	BR. DEPT. NO. M-28-017	8.-STRUCTURE NO. M28017-0R4-MUN-NBI	INSPECTION DATE SEP 1, 2022
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ITEM 61 CHANNEL & CHANNEL PROTECTION <div style="text-align: right; border: 1px solid black; padding: 2px; width: 30px; float: right;">7</div> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Dive</th> <th>Cur</th> <th>DEF</th> </tr> </thead> <tbody> <tr><td>1.Channel Scour</td><td>N</td><td>7</td><td>-</td></tr> <tr><td>2.Embankment Erosion</td><td>N</td><td>7</td><td>-</td></tr> <tr><td>3.Debris</td><td>N</td><td>6</td><td>-</td></tr> <tr><td>4.Vegetation</td><td>N</td><td>7</td><td>-</td></tr> <tr><td>5.Utilities</td><td>N</td><td>N</td><td>-</td></tr> <tr><td>6.Rip-Rap/Slope Protection</td><td>N</td><td>7</td><td>-</td></tr> <tr><td>7.Aggradation</td><td>N</td><td>7</td><td>-</td></tr> <tr><td>8.Fender System</td><td>N</td><td>N</td><td>-</td></tr> </tbody> </table> STREAM FLOW VELOCITY: Tidal () High () Moderate () Low (X) None ()		Dive	Cur	DEF	1.Channel Scour	N	7	-	2.Embankment Erosion	N	7	-	3.Debris	N	6	-	4.Vegetation	N	7	-	5.Utilities	N	N	-	6.Rip-Rap/Slope Protection	N	7	-	7.Aggradation	N	7	-	8.Fender System	N	N	-	ITEM 36 TRAFFIC SAFETY <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>36</th> <th>COND</th> <th>DEF</th> </tr> </thead> <tbody> <tr><td>A. Bridge Railing</td><td>0</td><td>5</td><td>S-A</td></tr> <tr><td>B. Transitions</td><td>N</td><td>N</td><td>-</td></tr> <tr><td>C. Approach Guardrail</td><td>0</td><td>7</td><td>-</td></tr> <tr><td>D. Approach Guardrail Ends</td><td>0</td><td>7</td><td>-</td></tr> </tbody> </table> WEIGHT POSTING <div style="text-align: center;">Not Applicable</div> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>H</th> <th>3</th> <th>3S2</th> <th>Single</th> </tr> </thead> <tbody> <tr><td>Actual Posting</td><td>16</td><td>22</td><td>25</td><td>N</td></tr> <tr><td>Recommended Posting</td><td>16</td><td>22</td><td>25</td><td>N</td></tr> </tbody> </table> Waived Date: 00/00/0000 EJDMT Date: 00/00/0000		36	COND	DEF	A. Bridge Railing	0	5	S-A	B. Transitions	N	N	-	C. Approach Guardrail	0	7	-	D. Approach Guardrail Ends	0	7	-		H	3	3S2	Single	Actual Posting	16	22	25	N	Recommended Posting	16	22	25	N	ACCESSIBILITY (Y/N/P) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Needed</th> <th>Used</th> </tr> </thead> <tbody> <tr><td>Lift Bucket</td><td>Y</td><td>Y</td></tr> <tr><td>Ladder</td><td>P</td><td>Y</td></tr> <tr><td>Boat</td><td>P</td><td>N</td></tr> <tr><td>Waders</td><td>N</td><td>N</td></tr> <tr><td>Inspector 50</td><td>N</td><td>N</td></tr> <tr><td>Rigging</td><td>N</td><td>N</td></tr> <tr><td>Staging</td><td>N</td><td>N</td></tr> <tr><td>Traffic Control</td><td>Y</td><td>Y</td></tr> <tr><td>RR Flagger</td><td>N</td><td>N</td></tr> <tr><td>Police</td><td>Y</td><td>Y</td></tr> <tr><td>Other:</td><td></td><td></td></tr> <tr><td>CANAL DRAINED</td><td>P</td><td>Y</td></tr> </tbody> </table> TOTAL HOURS 106		Needed	Used	Lift Bucket	Y	Y	Ladder	P	Y	Boat	P	N	Waders	N	N	Inspector 50	N	N	Rigging	N	N	Staging	N	N	Traffic Control	Y	Y	RR Flagger	N	N	Police	Y	Y	Other:			CANAL DRAINED	P	Y
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RATING Rating Report (Y/N): Y Date: 10/01/2008 Inspection data at time of existing rating 158: 7 159: 6 160: 6 Date :07/10/2008	Recommend for Rating or Rerating (Y/N): N REASON: _____ <div style="text-align: right;">If YES please give priority: HIGH () MEDIUM () LOW ()</div>
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CONDITION RATING GUIDE			(For Items 58, 59, 60 and 61)
CODE	CONDITION	DEFECTS	
N	NOT APPLICABLE		
G 9	EXCELLENT	Excellent condition.	
G 8	VERY GOOD	No problem noted.	
G 7	GOOD	Some minor problems.	
F 6	SATISFACTORY	Structural elements show some minor deterioration.	
F 5	FAIR	All primary structural elements are sound but may have minor section loss, cracking, spalling or scour.	
P 4	POOR	Advanced section loss, deterioration, spalling or scour.	
P 3	SERIOUS	Loss of section, deterioration, spalling or scour have seriously affected primary structural components. Local failures are possible. Fatigue cracks in steel or shear cracks in concrete may be present.	
C 2	CRITICAL	Advanced deterioration of primary structural elements. Fatigue cracks in steel or shear cracks in concrete may be present or scour may have removed substructure support. Unless closely monitored it may be necessary to close the bridge until corrective action is taken.	
C 1	"IMMINENT" FAILURE	Major deterioration or section loss present in critical structural components or obvious vertical or horizontal movement affecting structure stability. Bridge is closed to traffic but corrective action may put it back in light service.	
0	FAILED	Out of service - beyond corrective action.	

DEFICIENCY REPORTING GUIDE	
DEFICIENCY:	A defect in a structure that requires corrective action.
CATEGORIES OF DEFICIENCIES:	
M= Minor Deficiency	Deficiencies which are minor in nature, generally do not impact the structural integrity of the bridge and could easily be repaired. Examples include but are not limited to: Spalled concrete, Minor pot holes, Minor corrosion of steel, Minor scouring, Clogged drainage, etc.
S= Severe/Major Deficiency	Deficiencies which are more extensive in nature and need more planning and effort to repair. Examples include but are not limited to: Moderate to major deterioration in concrete, Exposed and corroded rebars, Considerable settlement, Considerable scouring or undermining, Moderate to extensive corrosion to structural steel with measurable loss of section, etc.
C-S= Critical Structural Deficiency	A deficiency in a structural element of a bridge that poses an extreme unsafe condition due to the failure or imminent failure of the element which will affect the structural integrity of the bridge.
C-H= Critical Hazard Deficiency	A deficiency in a component or element of a bridge that poses an extreme hazard or unsafe condition to the public, but does not impair the structural integrity of the bridge. Examples include but are not limited to: Loose concrete hanging down over traffic or pedestrians, A hole in a sidewalk that may cause injuries to pedestrians, Missing section of bridge railing, etc.
URGENCY OF REPAIR:	
I = Immediate-	[Inspector(s) immediately contact District Bridge Inspection Engineer (DBIE) to report the Deficiency and to receive further instruction from him/her].
A = ASAP-	[Action/Repair should be initiated by District Maintenance Engineer or the Responsible Party (if not a State owned bridge) upon receipt of the Inspection Report].
P = Prioritize-	[Shall be prioritized by District Maintenance Engineer or the Responsible Party (if not a State owned bridge) and repairs made when funds and/or manpower is available].

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REMARKS

BRIDGE ORIENTATION

Bridge No. M-28-017 (0R4) carries Eleventh Street over the Utility Canal in the Town of Montague. The two truss towers are labeled north and south, with the inner truss in each tower noted as closer to the roadway and the outer truss in each tower noted as closer to the fascia. The spans, panels, floorbeams, and truss nodes are numbered west to east. The stringers supporting the roadway are numbered S1 to S6 and the stringers supporting the sidewalks are numbered SW1 to SW8 each from north to south. The piers are labeled northwest, southwest, northeast, and southeast. The abutments and approaches are labeled west and east (**sketch 1 and photos 1 through 5**).

GENERAL REMARKS

The bridge is a three (3) span continuous superstructure consisting of a truss-floorbeam-stringer system with four (4) thru-trusses (two (2) trusses per tower), ten (10) floorbeams, six (6) stringers between the floorbeams supporting the roadway, and four (4) stringers between the floorbeams supporting each sidewalk (**sketch 2**). The deck is comprised of a reinforced concrete slab with a latex-modified concrete wearing surface. The substructure consists of reinforced concrete stub abutments and four (4) reinforced concrete pier columns.

ACCESS NOTES

The top of deck and trusses were accessed using a 40' bucket truck in conjunction with alternating single lane closures on Eleventh Street during the day with a Montague Police detail. The underside of spans 1 and 3, and portions of span 2, were accessed from the embankments while the canal was dewatered. The utility canal below the bridge is owned and operated by First Light Power Resources and no boat access was allowed to inspect the underside of the bridge. As access to span 2 is limited (no access with boat in canal), a drone was utilized for the remaining portions of span 2, as a visual inspection aide, to get high-definition images and robust live video feedback of the existing conditions.

The utility canal below the bridge is owned and operated by First Light Power Resources. The canal is dewatered for only one week a year and there is no boat access is allowed (when the canal is filled or dewatered). The primary contact at First Light is Nick Hollister <Nick.Hollister@firstlightpower.com> and the office phone number is (413)-659-4489.

ITEM 58 - DECK

Item 58.1 - Wearing Surface

The latex modified concrete wearing surface has random hairline cracks up to full width throughout (**photo 6**).

Item 58.2 - Deck Condition

The underside of deck beneath the roadway and sidewalks is covered by Stay-In-Place (SIP) forms. The exposed portions of the deck at the deck overhangs have scattered hairline cracks and isolated spalls with and without exposed rebar. Specific deficiencies are as follows:

North deck overhang, north face:

At floorbeams 4 and 5 – up to 2'-6" long x 15" high x 2" deep spall with exposed rebar (**photo 7**).

At floorbeams 3 and 6 – up to 16" long x 10" high x 2-1/2" deep spall.

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REMARKS

Item 58.3 - Stay in place forms

The SIP forms under both sidewalks have scattered areas of moderate to heavy rust and efflorescence leakage, primarily under the sidewalks adjacent to the floorbeams, for up to 10'-0" long (**photo 8**).

The underside of the south sidewalk SIP forms at the ends of the panels has isolated heavy efflorescence leakage onto the superstructure elements below. The SIP forms under the south sidewalks in panel 2 (between floorbeams 2 and 3) and in panel 9 (between floorbeams 9 and 10) have heavy rust with isolated areas of up to 100% section loss (**photos 9 and 10**).

Item 58.4 - Curbs

Along both curbs is a very minor accumulation of debris. At the ends of the bridge is moderate vegetation growth (**photo 11**). The concrete curbs have scattered 1/16" wide vertical cracks, mainly in spans 1 and 3. Specific deficiencies are as follows:

North Curb

- Near L8 - two (2) spalls up to 10" long x 8" high x 2" deep.
- Near L10 - 5" diameter x 1/2" deep spall.
- Near L16 - 10" long x 8" high x 2" deep spall (**photo 12**).
- Near L18 - 10" long x 3" high x 1-1/2" deep spall (**photo 13**).
- Near east abutment - 10" long x 2" high x 2" deep spall.

Item 58.6 - Sidewalks

The reinforced concrete sidewalks along both sides of the bridge have random scale along the curbs and at the transverse joints, random transverse hairline cracks up to full width and isolated vegetation growth.

The north sidewalk at numerous transverse joints has edge spalls up to 2'-6" long x 5'-6" wide x 1" deep. The south sidewalk at the transverse joints has concrete repair patches; the patches have random transverse 1/8" wide cracks that extend up to full width of the sidewalk (**photo 14**).

Specific deficiencies are as follows:

North Sidewalk

- At L0 – up to 20" long x 5'-0" wide x 1" deep spall and vegetation growth (**photo 15**).
- Between L0 and L2: along the curb is scale for up to 3'-0" long x 3" wide x 1" deep.
- At L8 – 6" long x up to 3'-4" wide x 1/2" deep spall.
- At L10 – 6" long x up to 3'-0" wide x 1/2" deep spall with vegetation growth.
- At L14 – 4" long x 15" wide x 1/2" deep spall.
- At L16 – 5" long x 8" wide x 1/2" deep spall.
- At L18 – up to 2'-6" long x 5'-6" wide x 1" deep spall.

South Sidewalk

- In span 3, at the east end, is an edge spall up to 6" long x 15" wide x 1-1/4" deep (**photo 16**).

Item 58.8 - Railing

There is no vehicular bridge railing along the inside face of either inner truss. The pedestrian bridge railings along the bridge fascia have random locations throughout with chipped paint and light to moderate rust. At the truss end posts, at the cut-out section of the top rail, is a transverse crack up to 2" long (**photo 17**).

There are short lengths of BR-2 Rail bolted to the top of the concrete curbs over the approach spans. The BR-2 rails have random scrapes and gouges throughout.

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REMARKS

Specific deficiencies are as follows:

North Sidewalk - Pedestrian Rail

- Near L4, the lattice members have one (1) missing rivet.

South Sidewalk - Pedestrian Rail

- **(DEF=S/A)** At L0, the top rail at the splice connection is missing four (4) bolts and the adjacent sections are laterally misaligned up to 1/4" **(photo 18)**. The lattice members are missing two (2) rivets. The bottom rail at the splice connection is missing one (1) rivet and the adjacent lattice connection bolt to the west is loose **(photo 19)**. Note: **the railing at this location is loose and translates laterally up to 3" by hand.**
- At L6, top rail, one (1) connection bolt missing
- At L14, the lattice members have two (2) missing rivets and the bottom rail has one (1) missing lattice member connection bolt.

Item 58.12 - Utilities

The water main on the north side of the bridge has a thin metal protector wrap with scattered minor dents, punctures, and torn sections of insulation throughout.

The steel utility supports have widespread peeling paint with light to moderate rust **(photo 20)**.

APPROACHES

Approaches a - Appr. Pavement Condition

At the west and east abutment, the saw cut deck joint is covered by an up to 2'-0" long x full roadway width bituminous patch (installed since the previous inspection) with vertical unevenness for up to 1" **(photo 21)**.

West Approach Pavement:

There are random longitudinal and transverse cracks up to 3/4" wide. In the eastbound lane, at about 9'-0" from the bridge, is a bituminous patch up to 2'-6" long x 12" wide with an adjacent 3'-0" long x 18" wide area of bituminous break-up. At the north and south curbs, near the bridge, around the drainage basins is bituminous break-up for the full circumference x up to 12" wide **(photo 22)**.

East Approach Pavement:

There are random longitudinal cracks up to 4'-0" long x 1/4" wide within up to 15 square foot areas of map cracks **(photo 23)**.

Approaches b - Appr. Roadway Settlement

The west approach roadway has light to moderate raveling. Refer to 'Approaches a – Appr. Pavement Condition' for additional comments.

Approaches c - Appr. Sidewalk Settlement

All four sidewalk approaches have Hot Mix Asphalt (HMA) ramps leading to the bridge with up to a 1" vertical height differential between the top of the ramp and the sidewalk.

Approaches d - Appr. Sidewalk Condition

Along the perimeter and edges of the approach sidewalks is moderate vegetation growth.

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REMARKS

ITEM 59 - SUPERSTRUCTURE

Item 59.1 - Stringers

The roadway stringers have isolated areas of peeling paint and light rust.

The sidewalk stringers, mostly near the piers, have random areas of peeling paint with moderate rust (**photo 24**). In span 3, the south sidewalk stringers have moderate vine growth from below.

Item 59.2 - Floorbeams

The roadway floorbeams have isolated locations of peeling paint with light rust and locations of rust and efflorescence leakage from above.

The sidewalk floorbeams have random peeling paint, moderate rust, and bleeding rust and efflorescence leakage from the above Stay-In-Place (SIP) forms and the sidewalk (topside) concrete patches (**photo 25**).

Item 59.5 - Trusses - General

All chords, web members, gusset plates, connection bolts/rivets, and bracing have scattered peeling paint and light to moderate rust (**photos 26 and 27**).

Item 59.5.a - Upper Chords

At the north tower outer truss, members U2-U4 and U14-U16 each have 1 bent lattice member (**photo 28**).

Item 59.5.b - Lower Chords

North outer truss lower chord at and near node L12 has moderate vine growth.

Item 59.5.c - Web Members

Along the south tower inner truss at the bottom of members U2-L2, U2-L4, U4-L6, U8-L10, and U10-L8 are dents up to 1" deep due to collision damage. At all trusses, at numerous panel connections at the web member midpoints, is pack rust up to full length (approximately 8" long) x 1" thick (1/2" average thickness) with flange section loss typically up to 1" wide x knife edge remaining thickness; the remaining width typically has up to 1/16" deep section loss. Members with section loss at locations of pack rust are as follows:

North outer truss

- U4-L6 at M5 – outer flange has 7" long x 1/4" remaining thickness.
- U6-L4 at M5 and U10-L12 at M11 – inner flange has 8" long x 1/8" remaining thickness.
- U8-L6 at M7 – inner flange has 7" long x 1" wide x knife edge remaining thickness at the edge (**photo 29**).
- U10-L8 at M9 - flange has 6" long x 1/4" remaining thickness.
- U12-L14 at M13 – outer flange has 6" long x 1/8" remaining thickness.
- U16-L14 at M15 – both flanges have 8" long x 1" wide x 1/8" remaining thickness (**photo 30**).

North inner truss

- U8-L10 at M9 - flange has 7" long x 1/4" remaining thickness.
- U10-L12 at M11 - inner flange has 8" long x 1/2" wide x 1/8" remaining thickness.

South Outer Truss

- U4-L2 at M3 - outer flange has 6" long x knife edge remaining thickness; inner connection plate has 10" long x 1/4" remaining thickness.

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- U6-L4 at M5 - outer flange has 6" long x 1/4" remaining thickness; inner flange has 6" long x knife edge remaining thickness.
- U8-L10 at M9 - outer flange has 8" long x 1/4" remaining thickness.
- U10-L12 at M11 - inner flange has 8" long x 1/8" remaining thickness.
- U12-L14 at M13 - outer flange has 6" long x 3/8" remaining thickness.

South Inner Truss

- U4-L2 at M3 - outer flange has 6" long x 3/8" remaining thickness (**photo 31**).
- U6-L4 at M5 - outer flange has 6" long x 1/4" remaining thickness.
- U6-L8 at M7 - outer flange has 8" long x 1/4" remaining thickness.
- U8-L10 at M9 - outer flange has 10" long x 1/4" remaining thickness; inner flange has 7" long x 3/8" remaining thickness.
- U12-L10 at M11 - inner flange has 7" long x 3/8" remaining thickness.

Item 59.5.d - Lateral Bracing

The lateral bracing between the upper chords of the inner and outer trusses have pack rust up to 1" thick between the angles throughout (**photo 32**). At isolated locations, between lateral bracing and horizontal connection plates is pack rust.

Item 59.5.g - End Posts

Random lattice bars are bent and/or buckled due to pack rust, primarily at the underside of member U16-L18 of both south trusses.

Item 59.7 - Conn Plt's, Gussets & Angles

Lateral bracing connection plates along the top chords have isolated locations of pack rust at the interface with the bracing members; the connection plates at these locations typically have minor bends (**photo 33**).

The roadway floorbeam to sidewalk floorbeams connection plates typically have peeling paint and light to moderate rust and moderate efflorescence leakage from above at random locations.

At the south outer truss, at node L10, the diaphragm angle connection (also serves as outer connection angle for the utility support bracket) has one (1) of six (6) connection bolts that are sheared / missing (**photo 34**).

At the north outer truss, the lateral bracing horizontal connection plate at the center of member U14-U16 has a minor bend.

Item 59.9 - Bearing Devices

Truss Bearings

The elastomeric bearings have steel bearing angles with light to moderate rust. At the northeast pier, inspection of the inner and outer truss bearings is inhibited due to moderate vegetation growth and debris accumulation (**photo 35**).

Floorbeam Bearings (at piers only)

At the northwest and southwest piers, the floorbeam grout pads are spalled away/ missing. (**DEF=S/A**) At the northwest pier, at floorbeam 1, both anchor bolts are sheared off with minor horizontal displacement between

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REMARKS

sheared sections; floorbeam 1 is unsupported at the north bearing (**photo 36**). This deficiency was reported to MassDOT District 2 DBIE via phone call and email dated on 10/6/2022.

Item 59.11 - Rivets & Bolts
 The roadway floorbeam to sidewalk floorbeams connection plate bolts, nuts, and washers typically have peeling paint and light to moderate rust and moderate efflorescence leakage from above at random locations.
 All connection bolts have minor to moderate rust. At the south outer truss, at node L10, the outer connection angle for the utility support bracket has one (1) of six (6) bolt heads that are missing.
 See Item 59.2 - Floorbeams, Item 59.5 - Trusses - General, and Item 59.7 - Gusset plates for additional comments.

Item 59.13 - Member Alignment
 The previously noted slight bowing of the south lower chord could not be verified during this inspection.

Item 59.14 - Paint/Coating
 All superstructure elements have chipped paint and minor to moderate rust.
 See Item 59.1 - Stringers, Item 59.2 - Floorbeams, and Item 59.5 - Trusses - General for additional comments.

SuperStructure Collision Notes
 There is minor collision damage to the web diagonals along the south inner truss.
 See Item 59.5c - Web Members for comments.

SuperStructure Load Deflection Notes
 In Span 1, the roadway stringers have minor negative camber due to the sheared bearing anchor rods at the northwest pier, floorbeam 1.
 See 59.9 - Bearings for comments.

SuperStructure Load Vibration Notes
 There are minor vibrations under heavy live loads.

ITEM 60 - SUBSTRUCTURE

Item 60.1 - Abutments
Item 60.1.c - Backwalls
 The backwalls have scattered hairline cracks and efflorescence at the stringer ends (**photo 37**).

Item 60.1.d - Breastwalls
 The breastwalls have scattered hairline cracks and efflorescence at the stringer ends (**photo 37**).

Item 60.1.e - Wingwalls
 The wingwalls typically have moderate to heavy vegetation growth at the embankment which inhibits inspection of the wingwalls.

Northwest Wingwall/Cheekwall:
 The previously noted 16" long x 5" high x up to 4" deep spall was not found during this inspection.

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REMARKS

Item 60.2 - Piers or Bents

Item 60.2.a - Pedestals

Both piers have concrete pedestals that support the approach sidewalk stringers. Specific deficiencies are as follows:

Northwest Pier

(DEF=S/A) West face at sidewalk stringers SW3 and SW4: 3'-4" long x 9" high x 4" deep spall exposing the anchor bolts and undermining the masonry plate up to 75% of the total area **(photo 38)**.

Southwest Pier

(DEF=S/A) West face at sidewalk stringers SW5 and SW8: 20" long x 9" high x up to 5" deep spall exposing the anchor bolts. The masonry plate at sidewalk stringer SW5 is undermined for up to 75% of the total area and the masonry plate at sidewalk stringer SW8 is complete undermined **(photos 24 and 39)**.

Northeast Pier

There are three (3) spalls totaling 4'-6" long x up to 10" high x 2" deep.

Item 60.2.d - Stems/Webs/Pierwalls

All piers at the high (normal) waterline have abrasion up to 3'-0" high x full perimeter x 2" deep, hollow sounding areas up to 2' high x 80% perimeter, and scattered hairline cracks with efflorescence. Specific deficiencies are as follows:

Southwest Pier

- West face - near the base is a 4'-6" long x 2'-3" high x up to 4" deep spall **(photo 40)**.
- East face – two (2) spalls up to 7" long x 17" high x up to 4-1/2" deep.

Northeast Pier

- West face, north end, at the normal water line: two (2) spalls up to 4'-10" long x 22" high x 4" deep.
- West face, near the center, at the normal water line: 4'-2" long x 2'-0" high x 4" deep spall.
- West face, south end, at the normal water line: 2'-10" long x 14" high x 7" deep spall **(photo 41)**.
- South face at the normal water line: west end has a 3'-6" long x 10" high x 1-1/2" deep spall and the east end has a 14" long x 13" high x 2" deep spall.

Southeast Pier

- West face, at the normal water line: 4'-5" long x 2'-2" high x 3" deep spall with exposed rebar with an adjacent delamination up to 5'-0" long x 2'-5" high **(photo 42)**.
- East face: 2'-3" long x 10" high x up to 3" deep spall.

ITEM 61 - CHANNEL AND CHANNEL PROTECTION

Item 61.1 - Channel Scour

The riprap at the southwest and northwest piers has minor settlement and displacement.

Item 61.3 - Debris

There are several large metal and wooden objects in the channel bed and at the bridge.

Item 61.4 - Vegetation

There is heavy vegetation growth along the embankments above the waterline encroaching at bridge substructure, especially at the east embankment.

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REMARKS

TRAFFIC SAFETY

Item 36a - Bridge Railing
The bridge railing does not conform to current standards.

See Item 58.8 - Railing for comments.

Item 36b - Transitions
There are no transitions.

Item 36c - Approach Guardrail
The approach guardrail at all four (4) corners consist of W-beam on steel H-posts with plastic offset blocks that run perpendicular to the sidewalk pedestrian rails. The approach guardrails do not conform to current standards.

Item 36d - Approach Guardrail Ends
Approach guardrails terminate in boxing gloves ends. The approach guardrail ends do not conform to current standards.

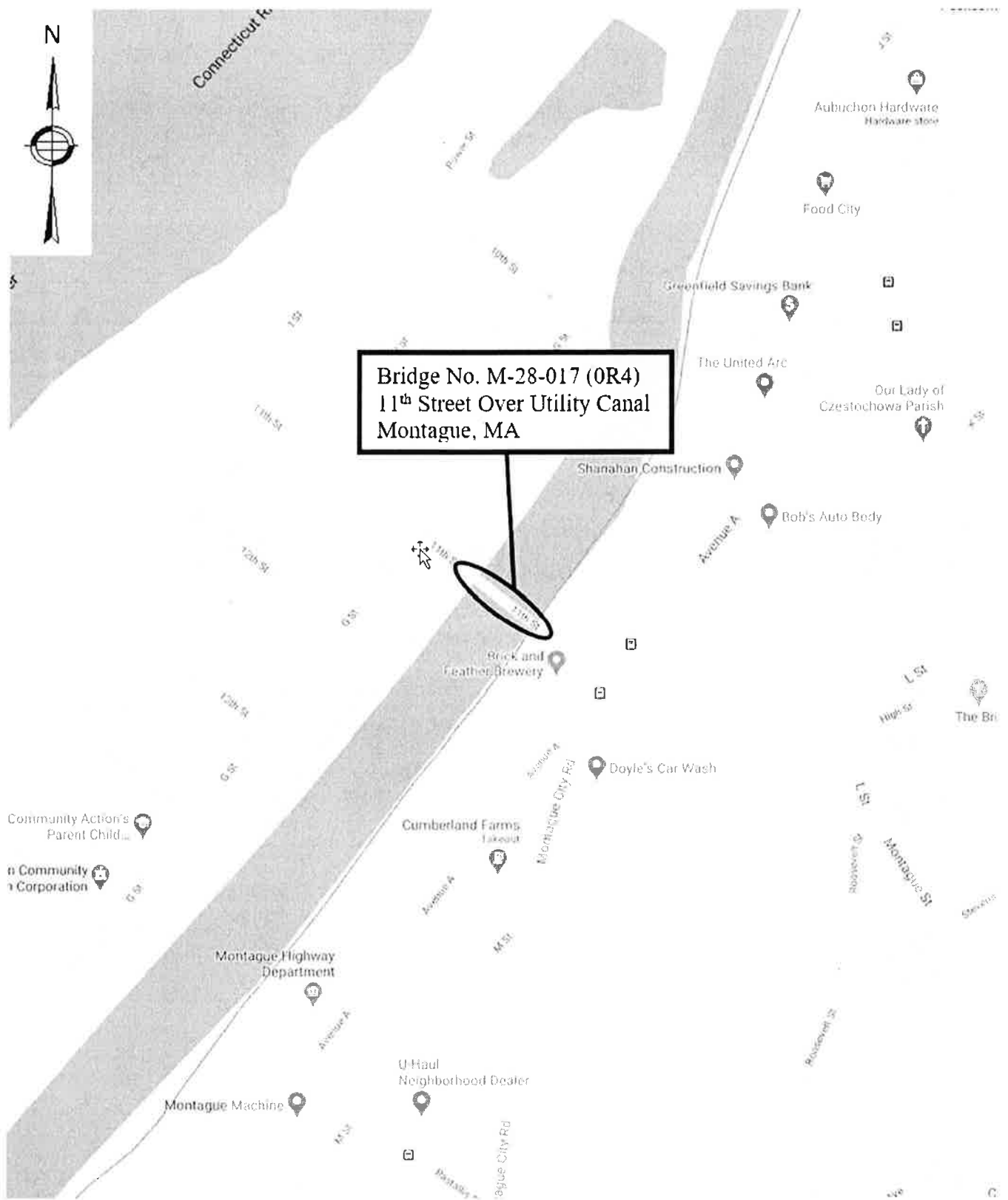
Sketch / Photo Log

Sketch 1 : Location map.
Sketch 2 : Framing plan and truss elevation.
Photo 1 : North elevation.
Photo 2 : South elevation.
Photo 3 : Bridge from west approach.
Photo 4 : Bridge from east approach.
Photo 5 : Underside of deck and superstructure, span 2 shown, looking west.
Photo 6 : Wearing surface, span 2 shown, looking west - random insignificant cracks.
Photo 7 : North deck overhang, north face, span 2 at floorbeam 4, looking east - spall with exposed rebar.
Photo 8 : SIP forms, underside of south sidewalk, span 2, panel 1 (between floorbeams 1 and 2), near the southwest pier, looking west - moderate to heavy corrosion.
Photo 9 : SIP forms, underside of south sidewalk in span 2, panel 2 (between floorbeams 2 and 3), looking east - heavy rust with isolated holes and heavy efflorescence leakage.
Photo 10 : SIP forms, underside of south sidewalk, span 2, panel 9 (between floorbeams 9 and 10), looking west - heavy rust with isolated holes.
Photo 11 : North curb at the east end, at the abutment saw cut - moderate vegetation growth.
Photo 12 : North curb, span 2, near L16, looking northeast - spall.
Photo 13 : North curb, span 2, near L18, looking north - spall.
Photo 14 : South sidewalk, span 2, at L18, looking west - concrete patch repair at the transverse joints.
Photo 15 : North sidewalk at L0, looking east - spall and vegetation growth.
Photo 16 : South sidewalk at the east end (at the interface with the southeast approach sidewalk), looking west - edge spall.
Photo 17 : South sidewalk pedestrian railing, top rail, at L0-U1 - at the cut-out section is a transverse crack.
Photo 18 : South pedestrian railing at L0: top rail at the splice connection is missing four (4) connection bolts and adjacent sections are laterally misaligned.

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REMARKS				
Photo 19 :	South sidewalk pedestrian railing at L0 - the top and bottom rail splice connections and the lattice members have missing rivets. Additionally, a lattice member to bottom rail connection bolt is loose.			
Photo 20 :	Steel utility support at the northwest pier, looking east - peeling paint and moderate rust.			
Photo 21 :	East abutment and bridge deck interface, looking southwest - bituminous repair patch.			
Photo 22 :	West approach pavement - random longitudinal and transverse cracks. Eastbound lane has a bituminous patch with adjacent area of break-up. Surrounding the drainage basins is bituminous break-up.			
Photo 23 :	East approach pavement, looking south - random longitudinal cracks.			
Photo 24 :	South sidewalk stringers at the southwest pier, looking east - peeling paint and moderate rust. Note the pedestals spalls below sidewalk stringers SW5 and SW8.			
Photo 25 :	Span 2, floorbeam 6, west face at the south end - sidewalk floorbeam has moderate rust; roadway floorbeam has light rust. Note the connection bolts and nuts with moderate rust.			
Photo 26 :	South tower inner truss at U12 – upper chord, lateral bracing and gusset plates with peeling paint and light rust.			
Photo 27 :	South truss at east portal – end posts and bracing with peeling paint and light rust.			
Photo 28 :	North tower, outer truss, member U14-U16, looking east - bent lattice member.			
Photo 29 :	North tower outer truss, member U8-L6 at M7 – the edge of the inner flange has knife edge remaining thickness.			
Photo 30 :	North tower outer truss, member U16-L14 at M15 – flanges have section loss at the edge.			
Photo 31 :	South tower inner truss, members U4-L2 at M3 – outer flange has section loss at the edge.			
Photo 32 :	South tower at outer truss, looking south – lateral bracing angles have pack rust between adjacent legs.			
Photo 33 :	North tower outer truss, member U12-U14 lateral bracing connection plate - pack rust and minor bends.			
Photo 34 :	South tower outer truss at node L10: the diaphragm angle connection (also serves as outer connection angle for the utility support bracket) has a sheared / missing connection bolt.			
Photo 35 :	North tower, inner truss, east bearing - steel angles have light to moderate rust and an accumulation of debris that inhibits inspection.			
Photo 36 :	Northwest pier, at floorbeam 1 - both anchor rods are sheared and the floorbeam is unsupported. Note the completely spalled pedestal.			
Photo 37 :	East abutment breastwall and backwall - scattered hairline cracks and efflorescence at the stringer ends.			
Photo 38 :	Northwest pier pedestal, west face, at sidewalk stringers SW3 and SW4 - spall exposing the anchor bolts and undermining the masonry plate.			
Photo 39 :	Southwest pier pedestal, west face, at sidewalk stringer SW8 - spall exposing the anchor rods and undermining the masonry plate.			
Photo 40 :	Southwest pier, west face – spall near the base.			
Photo 41 :	Northeast pier, west face – at the normal water line are spalls and hollow areas.			
Photo 42 :	Southeast pier, west face - spall with exposed rebar with an adjacent delamination.			

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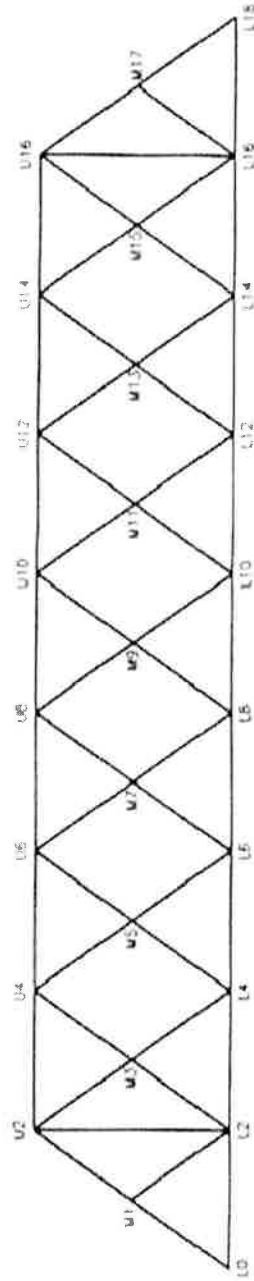
SKETCHES



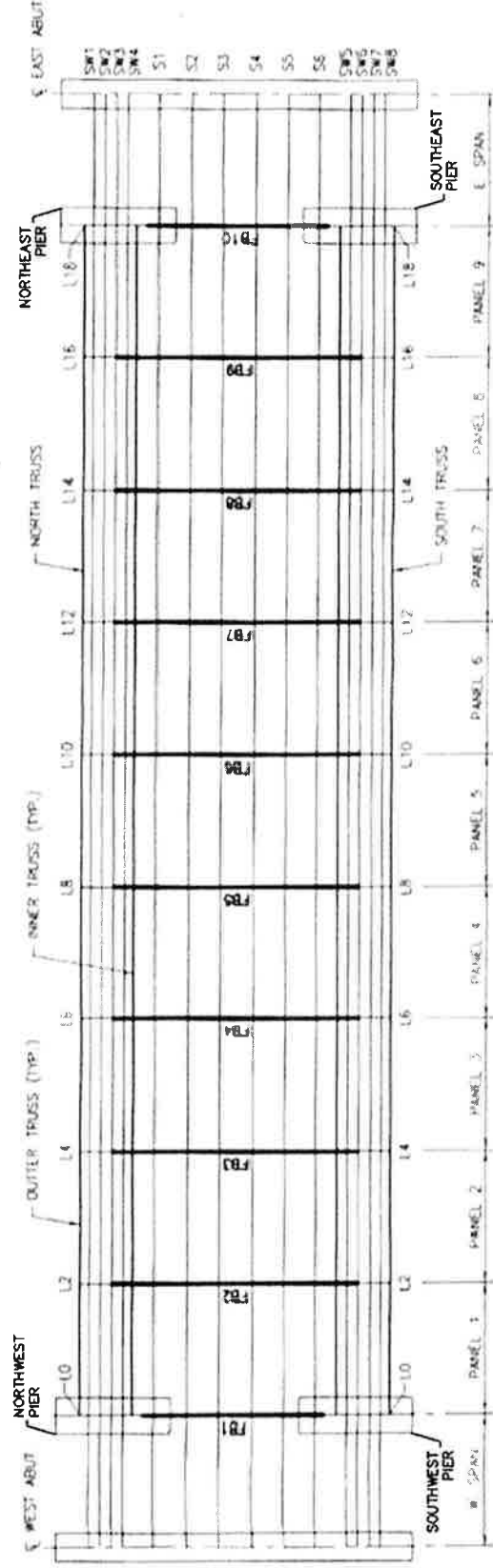
Sketch 1: Location map.

CITY/TOWN MONTAGUE	B.I.N. 0R4	BR. DEPT. NO. M-28-017	S-STRUCTURE NO. M28017-0R4-MUN-NBI	INSPECTION DATE SEP 1, 2022
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SKETCHES



SOUTH ELEVATION VIEW
(NORTH ELEVATION OPPOSITE HAND)



PLAN VIEW

Sketch 2: Framing plan and truss elevation.

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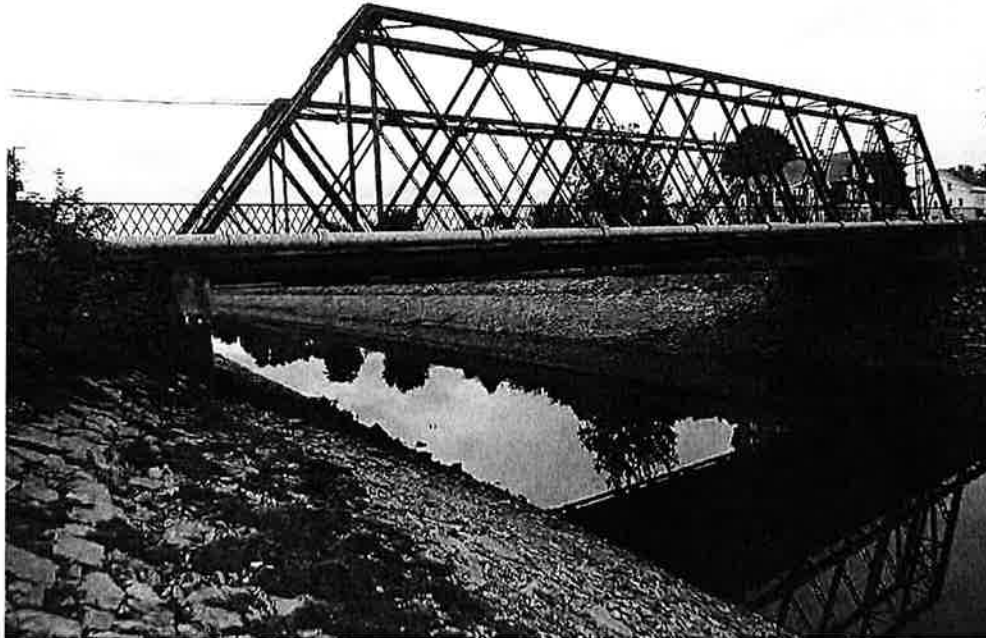
PHOTOS

Photo 1: North elevation.



Photo 2: South elevation.

CITY/TOWN
MONTAGUEB.I.N.
0R4BR. DEPT. NO.
M-28-0178.-STRUCTURE NO.
M28017-0R4-MUN-NBIINSPECTION DATE
SEP 1, 2022**PHOTOS**

Photo 3: Bridge from west approach.



Photo 4: Bridge from east approach.

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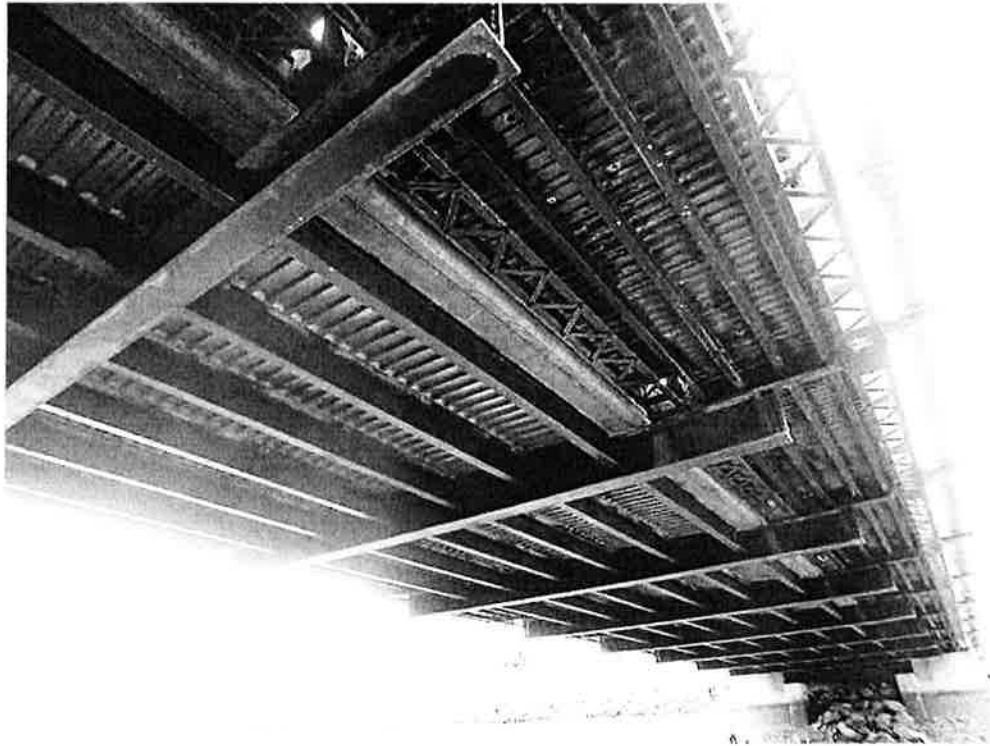
PHOTOS

Photo 5: Underside of deck and superstructure, span 2 shown, looking west.

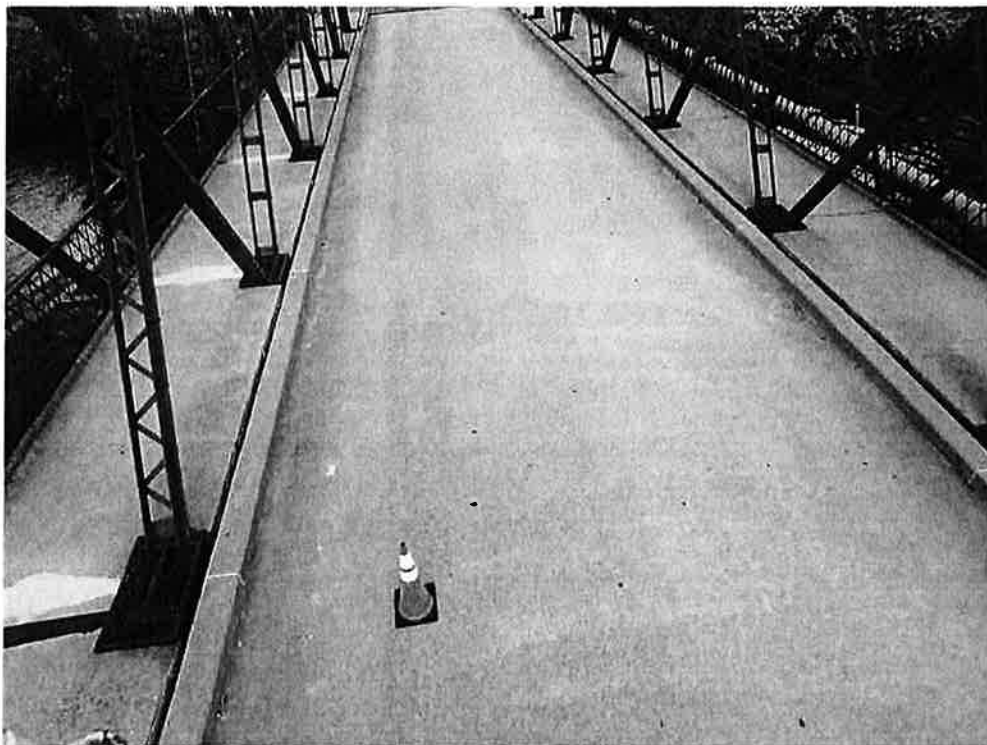


Photo 6: Wearing surface, span 2 shown, looking west - random insignificant cracks.

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PHOTOS

Photo 7: North deck overhang, north face, span 2 at floorbeam 4, looking east - spall with exposed rebar.

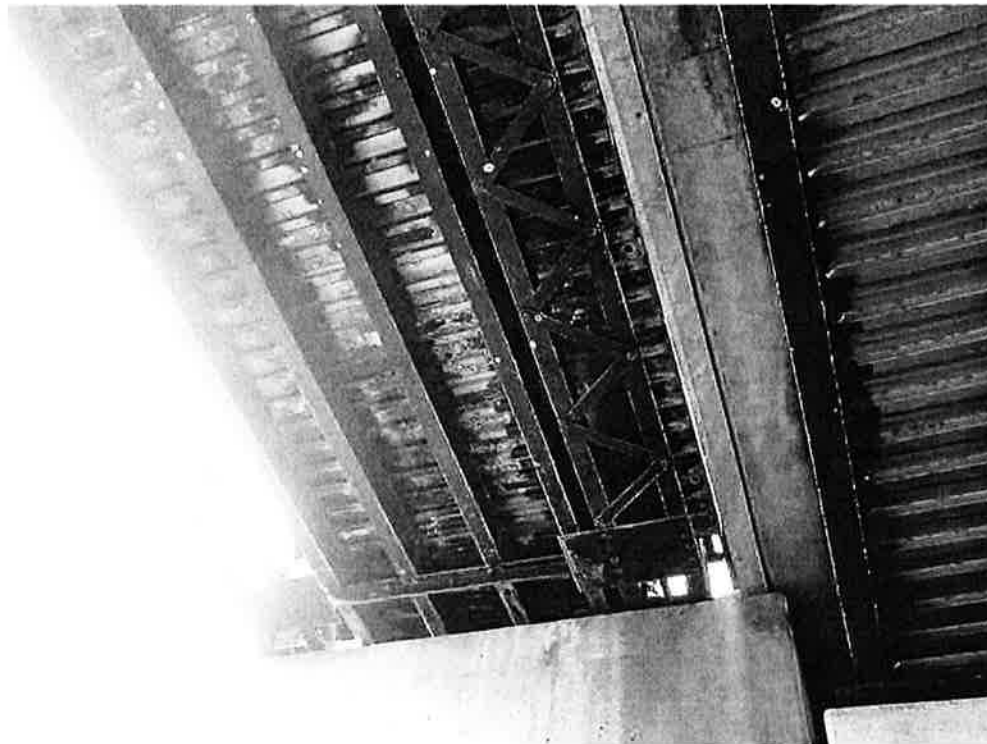


Photo 8: SIP forms, underside of south sidewalk, span 2, panel 1 (between floorbeams 1 and 2), near the southwest pier, looking west - moderate to heavy corrosion.

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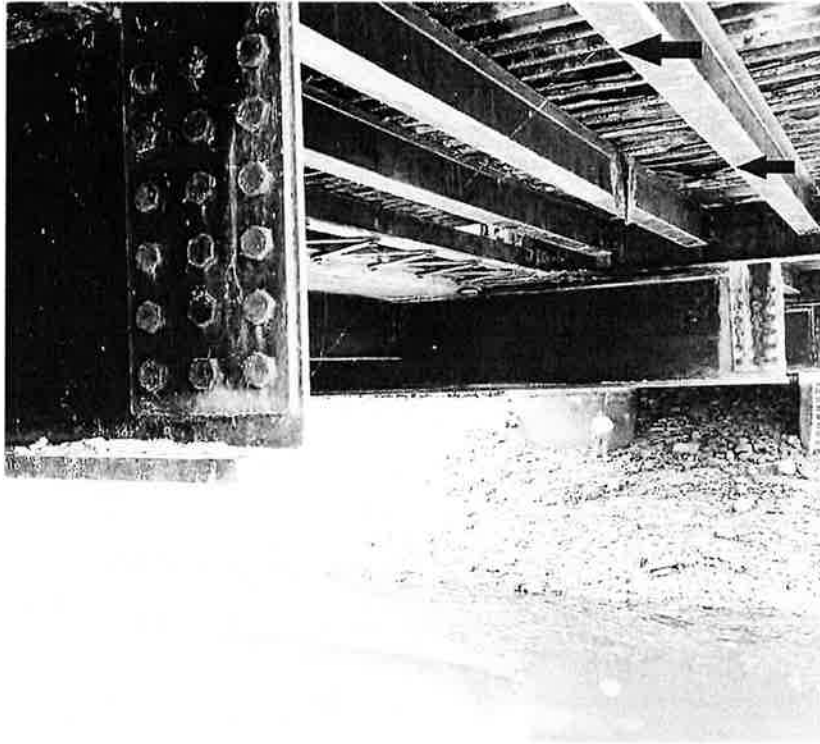
PHOTOS

Photo 9: SIP forms, underside of south sidewalk in span 2, panel 2 (between floorbeams 2 and 3), looking east - heavy rust with isolated holes and heavy efflorescence leakage.



Photo 10: SIP forms, underside of south sidewalk, span 2, panel 9 (between floorbeams 9 and 10), looking west - heavy rust with isolated holes.

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PHOTOS

Photo 11: North curb at the east end, at the abutment saw cut - moderate vegetation growth.



Photo 12: North curb, span 2, near L16, looking northeast – spall.

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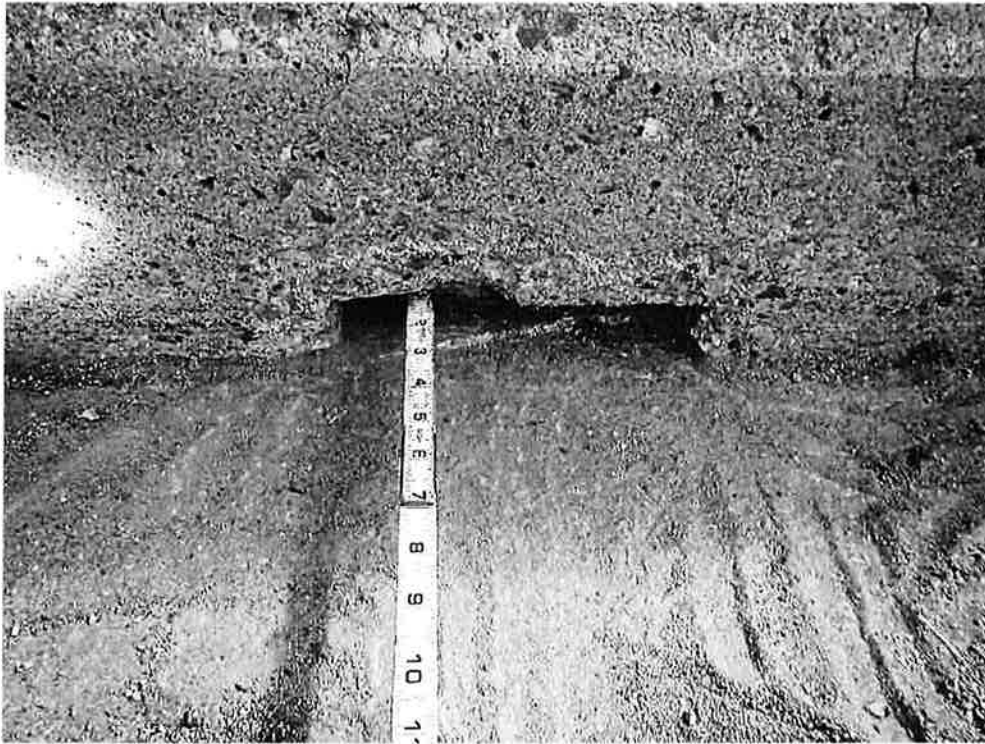
PHOTOS

Photo 13: North curb, span 2, near L18, looking north – spill.

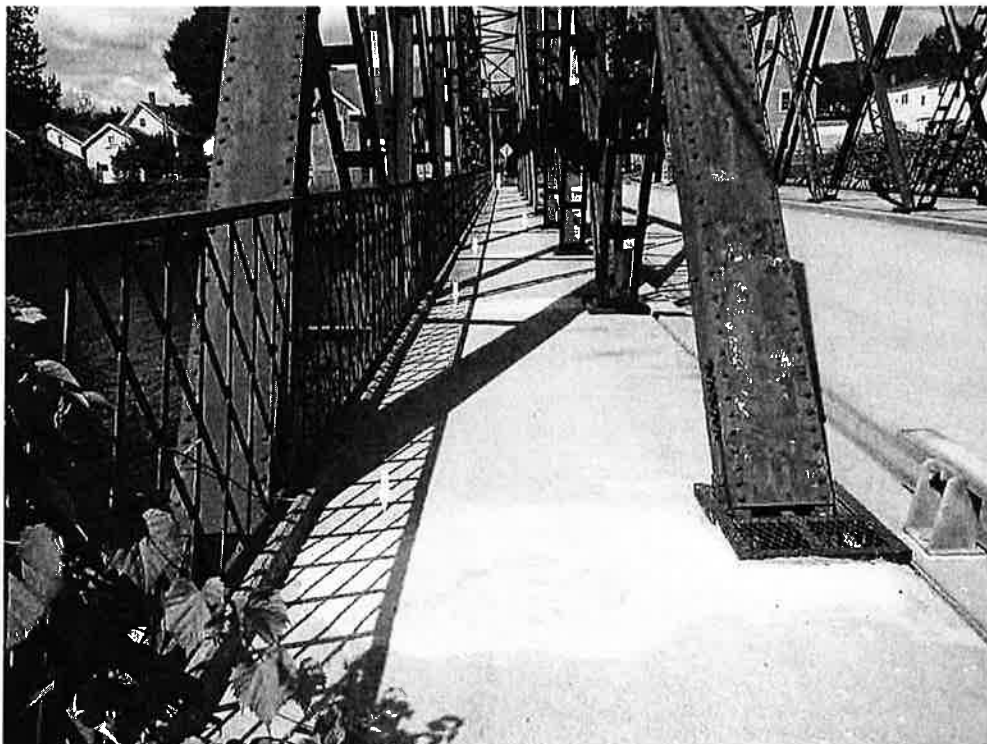


Photo 14: South sidewalk, span 2, at L18, looking west - concrete patch repair at the transverse joints.

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PHOTOS

Photo 15: North sidewalk at L0, looking east - spall and vegetation growth.



Photo 16: South sidewalk at the east end (at the interface with the southeast approach sidewalk), looking west - edge spall.

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PHOTOS

Photo 17: South sidewalk pedestrian railing, top rail, at L0-U1 - at the cut-out section is a transverse crack.



Photo 18: South pedestrian railing at L0: top rail at the splice connection is missing four (4) connection bolts and adjacent sections are laterally misaligned.

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PHOTOS

Photo 19: South sidewalk pedestrian railing at L0 - the top and bottom rail splice connections and the lattice members have missing rivets. Additionally, a lattice member to bottom rail connection bolt is loose.

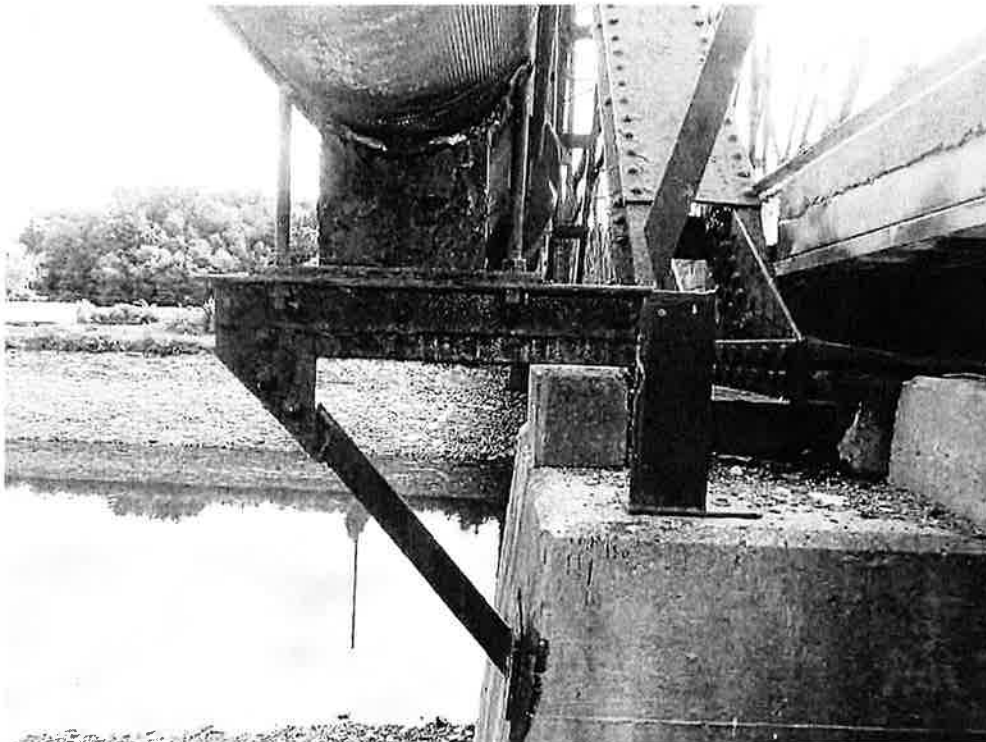


Photo 20: Steel utility support at the northwest pier, looking east - peeling paint and moderate rust.

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PHOTOS

Photo 21: East abutment and bridge deck interface, looking southwest - bituminous repair patch.



Photo 22: West approach pavement - random longitudinal and transverse cracks. Eastbound lane has a bituminous patch with adjacent area of break-up. Surrounding the drainage basins is bituminous break-up.

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PHOTOS

Photo 23: East approach pavement, looking south - random longitudinal cracks.



Photo 24: South sidewalk stringers at the southwest pier, looking east - peeling paint and moderate rust. Note the pedestals spalls below sidewalk stringers SW5 and SW8.

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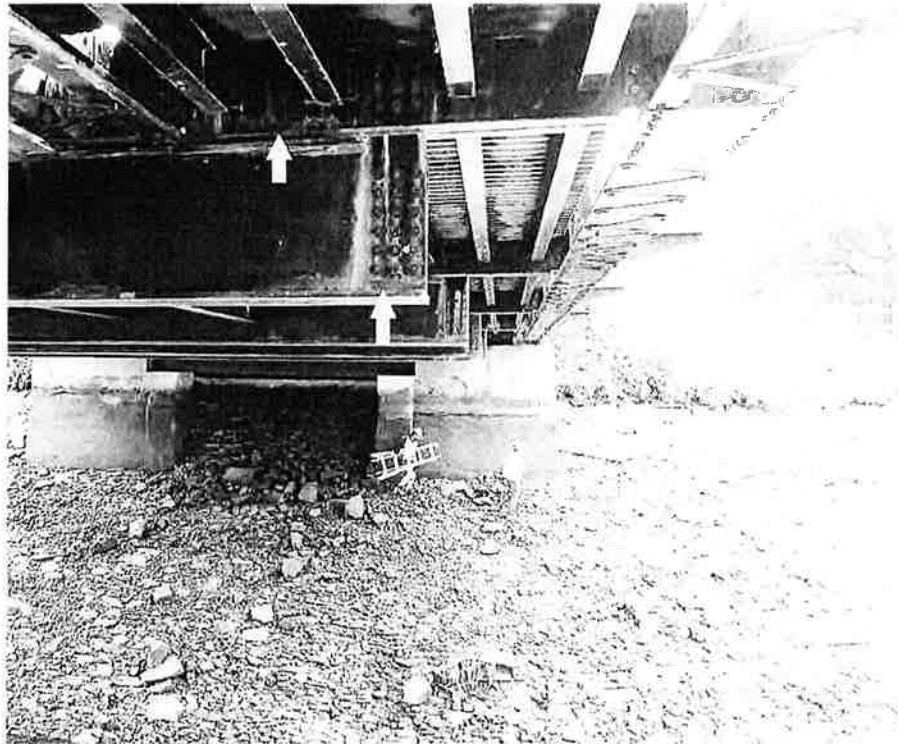
PHOTOS

Photo 25: Span 2, floorbeam 6, west face at the south end - sidewalk floorbeam has moderate rust; roadway floorbeam has light rust. Note the connection bolts and nuts with moderate rust.



Photo 26: South tower inner truss at U12 – upper chord, lateral bracing and gusset plates with peeling paint and light rust.

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PHOTOS

Photo 27: South truss at east portal – end posts and bracing with peeling paint and light rust.

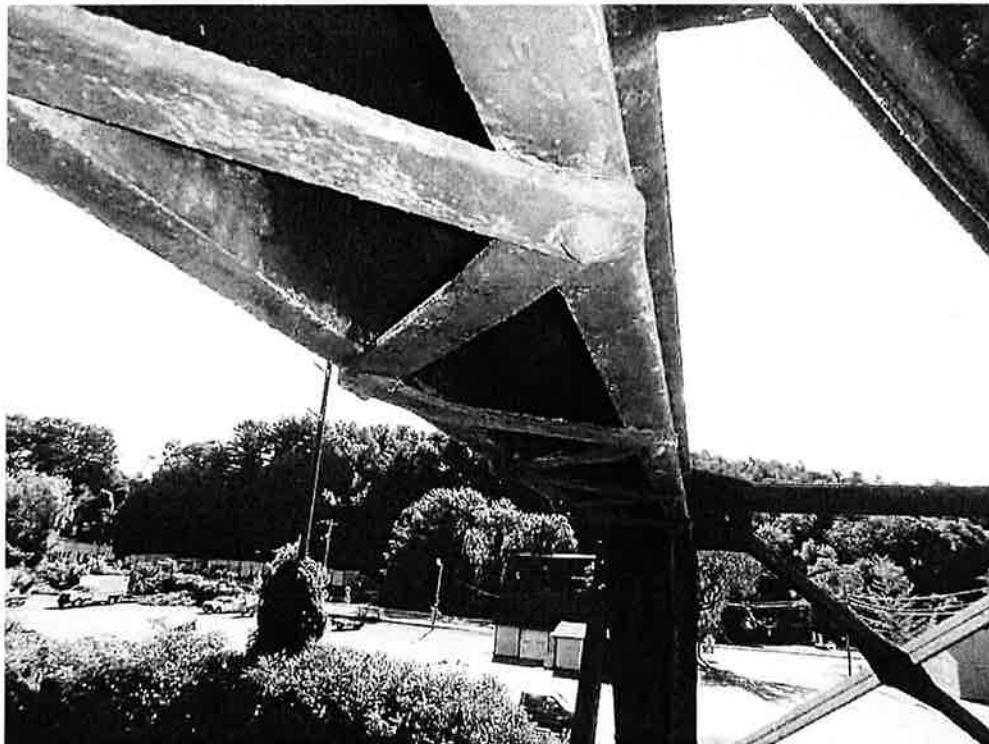


Photo 28: North tower, outer truss, member U14-U16, looking east - bent lattice member.

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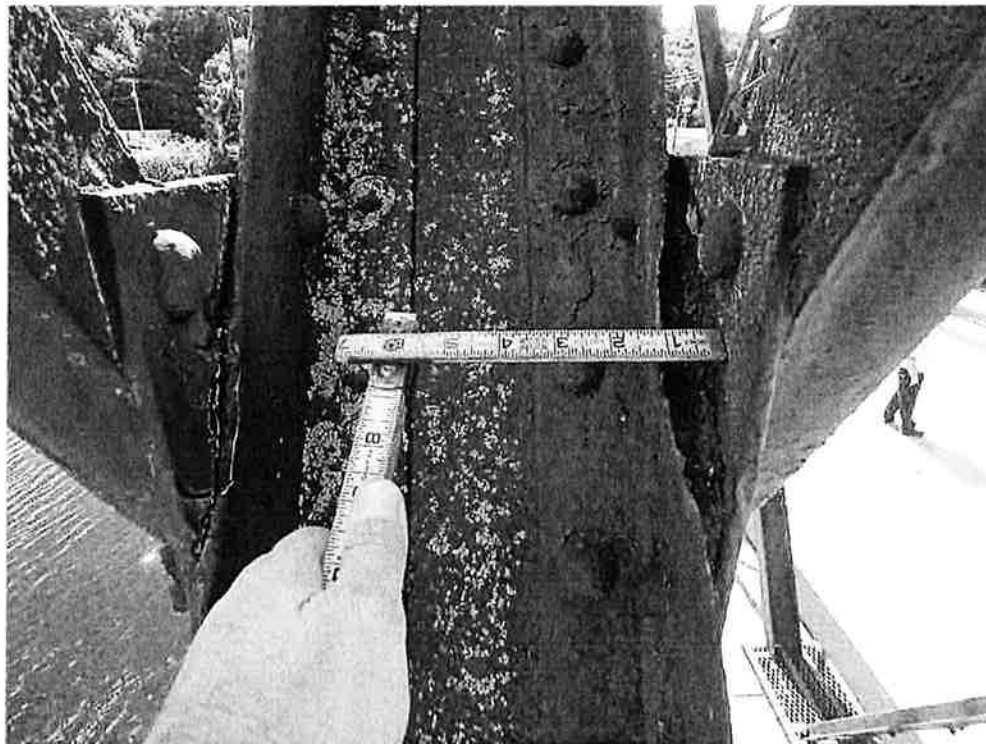
PHOTOS

Photo 29: North tower outer truss, member U8-L6 at M7 – the edge of the inner flange has knife edge remaining thickness.



Photo 30: North tower outer truss, member U16-L14 at M15 – flanges have section loss at the edge.

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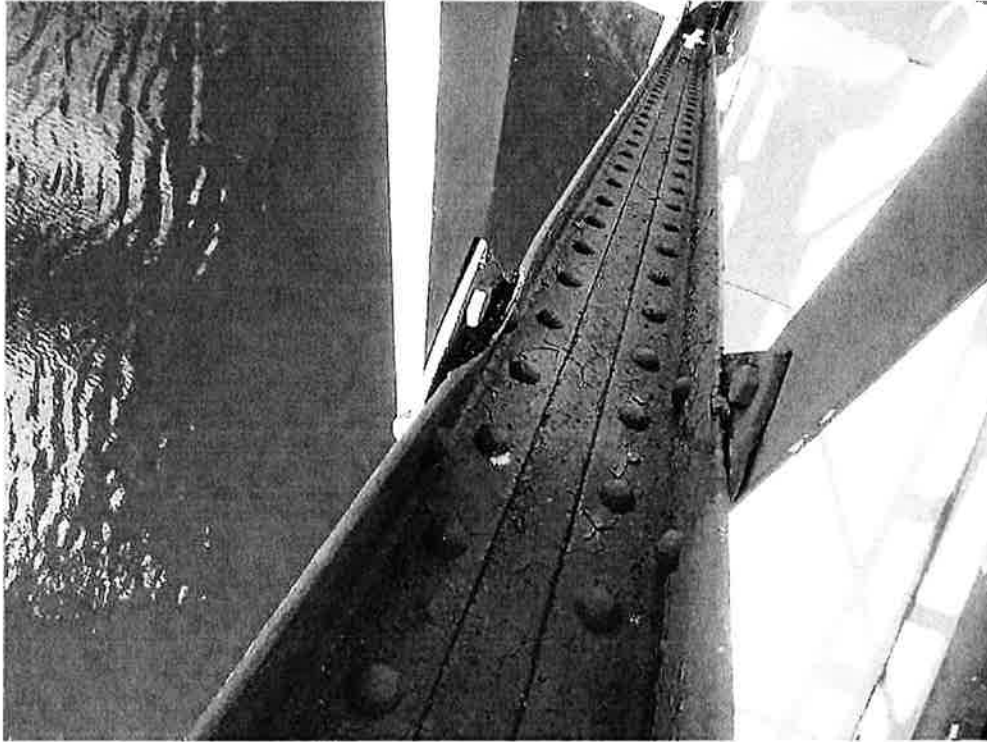
PHOTOS

Photo 31: South tower inner truss, members U4-L2 at M3 – outer flange has section loss at the edge.

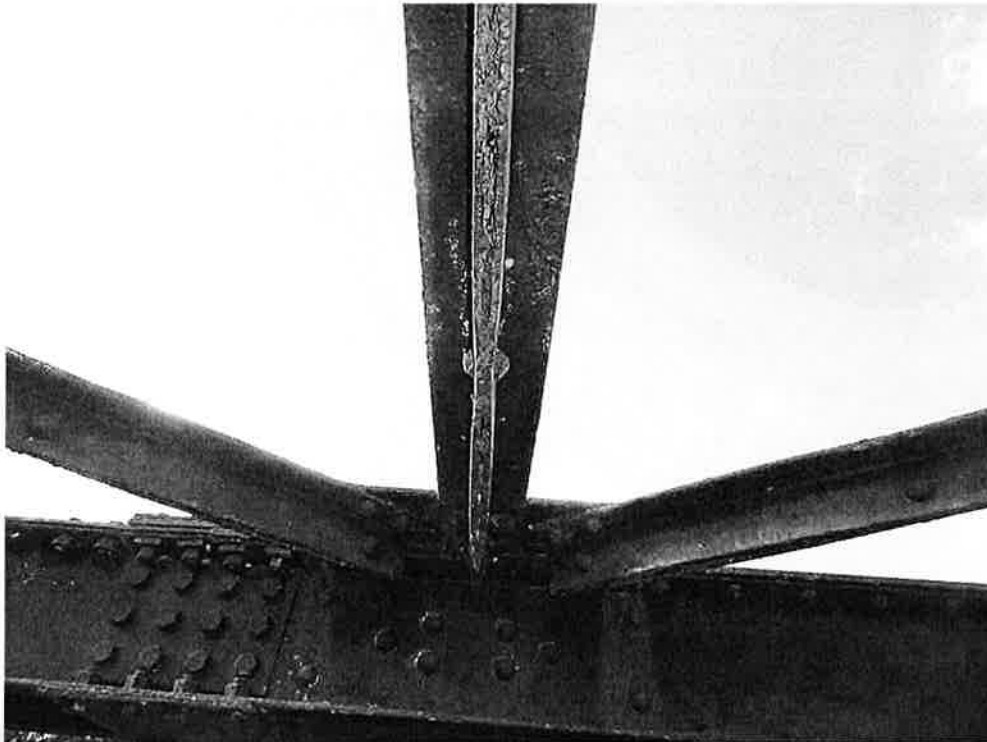


Photo 32: South tower at outer truss, looking south – lateral bracing angles have pack rust between adjacent legs.

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PHOTOS

Photo 33: North tower outer truss, member U12-U14 lateral bracing connection plate - pack rust and minor bends.

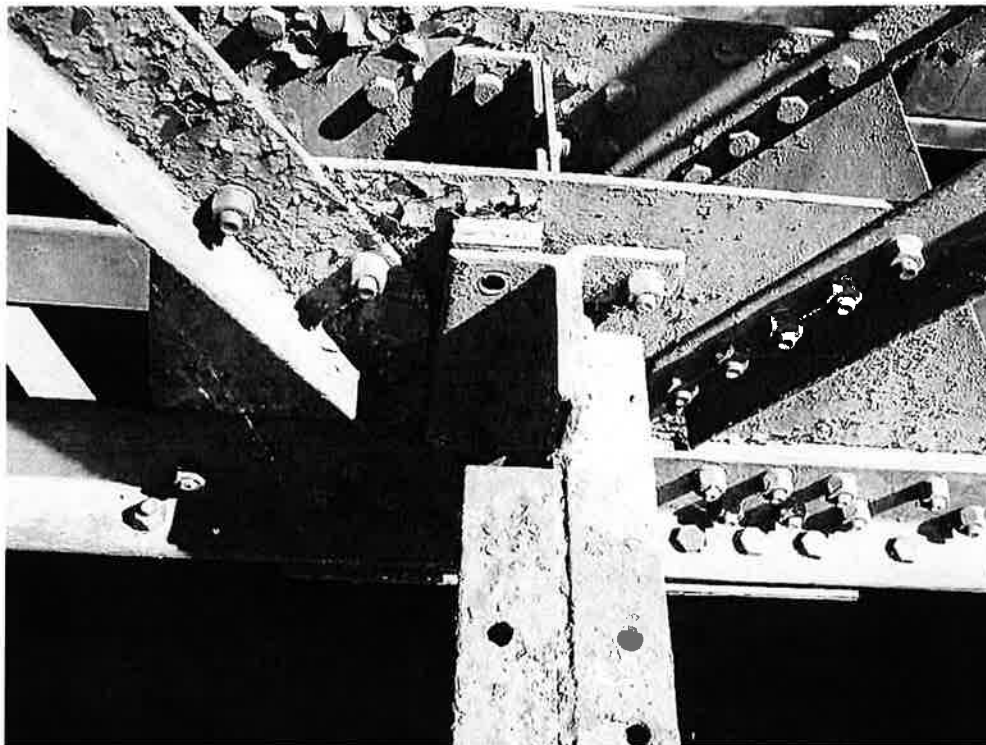


Photo 34: South tower outer truss at node L10: the diaphragm angle connection (also serves as outer connection angle for the utility support bracket) has a sheared / missing connection bolt.

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PHOTOS

Photo 35: North tower, inner truss, east bearing - steel angles have light to moderate rust and an accumulation of debris that inhibits inspection.



Photo 36: Northwest pier, at floorbeam 1 - both anchor rods are sheared and the floorbeam is unsupported. Note the completely spalled pedestal.

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PHOTOS

Photo 37: East abutment breastwall and backwall - scattered hairline cracks and efflorescence at the stringer ends.



Photo 38: Northwest pier pedestal, west face, at sidewalk stringers SW3 and SW4 - spall exposing the anchor bolts and undermining the masonry plate.

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PHOTOS

Photo 39: Southwest pier pedestal, west face, at sidewalk stringer SW8 - spall exposing the anchor rods and undermining the masonry plate.



Photo 40: Southwest pier, west face - spall near the base.

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PHOTOS

Photo 41: Northeast pier, west face – at the normal water line are spalls and hollow areas.

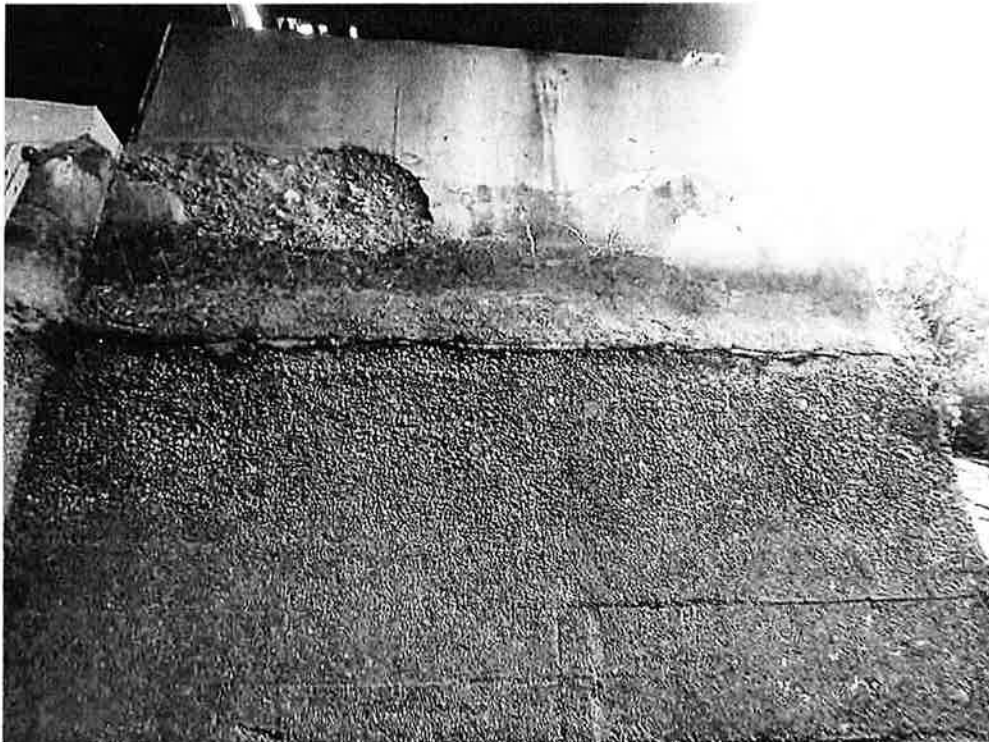


Photo 42: Southeast pier, west face - spall with exposed rebar with an adjacent delamination.

Town of Montague
Personnel Status Change Notice
New Hires

Employee # _____

Board Authorizing **Appointment**: Selectboard Meeting Date: 12/19/2022

Authorized Signature: _____

Board Authorizing **Wages**: Selectboard Meeting Date: 12/19/2022

Authorized Signature: _____

General Information:

Full name of employee: Regina McNeely Department: Health
Title: Temporary Health Director Effective date of hire: 12/20/2022

New Hire:

Permanent: Y X N If temporary, estimated length of service: Until New Director is Hired

Hours per Week: As Needed Union: NO

Wages:

Union: N/A

Wages: Grade G Step 10 Wage Rate: \$43.09 (annual/ hourly)

Notes:

Copies to:

____ Employee
____ Treasurer
____ Town Clerk

____ Department
____ Accountant

____ Board of Selectmen
____ Retirement Board

6A+B

Materials for Selectboard Meeting 12/19

Caitlin Kelley - Montague Library Director <librarydirector@montague-ma.gov>

Wed 12/14/2022 11:08 AM

To: Shayna Reardon <shaynar@montague-ma.gov>

Cc: WendyB-Montague Selectboard <WendyB@montague-ma.gov>

Hi Shayna,

I'd like to add two items to the 12/19 Selectboard agenda for the Libraries.

Here's a description for the agenda:

Caitlin Kelley, Library Director

- Libraries request \$35,250 ARPA funds for Carnegie feasibility study, to be reimbursed by re-allocating Article 27 funds during Special Town Meeting
- Public forum to explore opportunities for the Montague Center Branch Library and the second floor of the Montague's Old Town Hall

And here's additional information for the meeting materials:

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The Massachusetts Board of Library Commissioners (MBLC) has announced that they plan to release a public library construction grant round in 2023. This program pays for 45-50% of design and building costs for the construction of public libraries in the Commonwealth. The last program was announced in 2016. In light of this, the Trustees of the Montague Public Libraries request that the Selectboard allocate \$35,250 in ARPA funds to the libraries for the purpose of a feasibility study of the Carnegie Library and three additional town-owned sites in downtown Turners Falls. Though it is unclear if the MBLC will use the same timeline for their upcoming grant round as they have in previous years, the Trustees would like to be well-positioned to submit a compelling letter of interest backed by the results of the study as soon as possible. The Trustees intend to reimburse the ARPA funds during this year's special town meeting by reallocating Article 27 funds that were appropriated in 2017 for assessing the condition of the town's library buildings.

Additionally, the Library Trustees and Assistant Town Administrator would like to facilitate a public forum to explore opportunities for the Montague Center Branch Library, including what could feasibly be done with that building's second floor. The Montague Center Branch Library is housed in the first floor of the historic Old Town Hall. The second floor contains a basketball court, stage, and mezzanine, and falls under the purview of Parks and Recreation. Over the last few years, both architectural firm PCA and structural engineer Bob Leet have reviewed the conditions of the Old Town Hall building and made recommendations for its maintenance and repair. The Library Trustees have worked with the Town Manager, the Capital Improvement Committee, and the Department of Public Works to carry out repairs according to these recommendations. At this time, these groups feel that a conversation exploring future opportunities for the space will allow for more thoughtful prioritization of repairs and capital projects in the future.

The format of this moderated forum would entail:

1. A contextual overview of the current status of library building. This would include recommendations made by architectural firm PCA and by structural engineer Bob Leet, work that has recently been completed, projects that are in process, and work that is anticipated in the coming years.
2. An overview of the library services, programming, and materials that are currently provided.
3. A moderated discussion in which Montague residents could express their ideas for the building, especially their interests in the future of the second floor, and the role that the building plays in the community.

The Trustees and the Assistant Town Administrator propose that this forum be held, virtually and in-person, at the town hall on Thursday, February 16th at 6:00PM.

This information is also attached in a word document. Please let me know if you have any questions! Also, if possible, might I get scheduled toward the beginning of the meeting?

Thanks so much!
Caitlin

Caitlin Kelley
Library Director
Montague Public Libraries
librarydirector@montague-ma.gov
413 863-3214

7

Votes from Minutes of June 27, 2022 and December 6, 2021

June 27, 2022

Shawn Hubert, Hubies Tavern and Restaurant

Request to extend ownership of liquor license until December 31, 2022

- Kuklewicz states he would not want to continue to extend the license past December 31.
- Lord states he would like more assurance than "There are some people who want to buy."
- Hubert states he has at least three interested buyers.
- *Boutwell makes the motion to approve the request by Shawn Hubert, Hubies Tavern and Restaurant to extend ownership of liquor license until December 31, 2022; if it is not sold by December 31, 2022, the license will not be renewed and will revert to the Town. Seconded by Kuklewicz, approved. Boutwell - Aye, Kuklewicz - Aye, Lord - Abstain*

December 6, 2021

Shawn Hubert, Hubies Tavern and Restaurant - Cancellation and/or Non-Renewal of Liquor License Hearing

Lord makes the motion that the Board renew the Hubies Tavern and Restaurant Liquor License subject to the condition that the establishment either be re-opened or an application to transfer the license be made by June 30, 2022 provided that the Board may extend this deadline upon written request showing legitimate efforts to comply. Seconded by Kuklewicz, approved. Lord - Aye, Kuklewicz - Aye, Boutwell - Abstain

2023 Licenses

8

Liquor Licenses

BREWERY/WINERY POURING PERMIT - SEATING UNDER 50

\$55.00 each

Brick & Feather Brewery, Inc.	78 11th Street, Turners Falls
Element Brewing Company dba Element Brewing Co. LLC	16 Bridge St, Miller Falls
Pioneer Valley Brewery, LLC	151 Third St, Turners Falls

CLUB, ALL ALCOHOL

\$725.00 each

Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Montague Bpo Elks Lodge 2521	1 Elk Ave, Turners Falls
St. Kazimierz Society dba St. Kazimierz Society	197 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls
Turners Falls Rod & Gun Club, Inc.	15 Deep Hole Road, Turners Falls

GENERAL ON PREMISES - Wines & Malt

\$580.00 each

Sow Loud, LLC dba The Upper Bend	112 Avenue A, Turners Falls
Shea Theater Arts Center, Inc.	71 Avenue A, Turners Falls

PACKAGE STORE, ALL ALCOHOL

\$975.00 each

Bryan Call dba Crestview Liquors	68 Unity St, Turners Falls
Slow Village Ahead dba Montague Village Store	60 Main St, Montague
Purple Meadow Ventures, Inc. dba Connecticut River Liquor & Wine	123 Avenue A, Turners Falls
Om Shiv Shambhu, Inc. dba Carrolls Market	33 East Main St, Millers Falls

PACKAGE STORE, WINES and Malt

\$550.00 each

Crooked River Corp. dba Food City	250 Avenue A, Turners Falls
Pub General	27 East Main Street, Millers Falls

RESTAURANT, ALL ALCOHOL

\$1,050.00 each

Arthur Binaco & Merchant dba Five Eyed Fox	37 Third Street, Turners Falls
Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Crystal Spring Investments, LLC dba Millers Pub	29 East Main St, Millers Falls
Hubies Tavern Inc. dba Hubies Tavern and Restaurant	66 Avenue A, Turners Falls
Pamela Tierney dba Black Cow Burger	125 Avenue A, Turners Falls
Hole Pie, Inc., dba Pie Hole (Under construction)	166 Avenue A, Turners Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
Secondhand Smoke, Inc. dba North Village Smokehouse	32 Federal St, Millers Falls
Thomas Memorial Golf & Country Club	30 Country Club Ln, Turners Falls
Watershed Restaurant, LLC dba Watershed Restaurant	440 Greenfield Rd, Montague

RESTAURANT, WINES and MALT

\$580.00 each

CVB Harvest LLC dba Great Falls Harvest	50 Third St, Turners Falls
Lady Killigrew Café, Inc. dba Lady Killigrew Café, Inc.	444 Greenfield Rd, Montague
Shady Glen, Inc dba Shady Glen	7 Avenue A, Turners Falls

Miscellaneous Licenses - (with Liquor Licenses)**AUTOMATIC AMUSEMENT****\$45.00 each device**

Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Millers Pub	29 East Main St, Millers Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Montague B.P.O Elks # 2521	1 Elk Ave, Turners Falls
St. Kazimierz Society	197 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls
Pioneer Valley Brewery	151 Third Street, Turners Falls

ENTERTAINMENT**\$55.00 each**

Arthur Binaco & Merchant dba Five Eyed Fox	37 Third Street, Turners Falls
Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Great Falls Harvest	50 Third St, Turners Falls
Element Brewing Company	16 Bridge St, Miller Falls
Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Millers Pub	29 East Main St, Millers Falls
Montague Elks #2521	1 Elk Ave, Turners Falls
Pioneer Valley Brewery, LLC	151 Third Street, Turners Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
St. Kazimierz Society	197 Avenue A, Turners Falls
Secondhand Smoke, Inc. dba North Village Smokehouse	32 Federal St, Millers Falls
Shea Theater Arts Center, Inc.	71 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls
Thomas Memorial Golf & Country Club, Inc.	30 Country Club Ln, Turners Falls
Turners Falls Rod & Gun Club	15 Deep Hole Road, Turners Falls
Watershed Restaurant, LLC dba Watershed Restaurant	440 Greenfield Rd, Montague
Slow Village Ahead dba Montague Village Store	60 Main St, Montague

COMMON VICTUALLER**\$40.00 each**

Argy Pizza, Inc. dba Turners Falls Pizza	119 Avenue A, Turners Falls
Arthur Binaco & Merchant dba Five Eyed Fox	37 Third Street, Turners Falls
Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Black Cow Burger	125 Avenue A, Turners Falls
Brick & Feather Brewery, Inc.	78 11th Street, Turners Falls
Crooked River Corp. dba Food City	250 Avenue A, Turners Falls
Crystal Spring Investments, LLC dba Millers Pub	29 East Main St, Millers Falls
CVB Harvest LLC dba Great Falls Harvest	50 Third St, Turners Falls
Element Brewing Company	16 Bridge St, Miller Falls
Lady Killigrew Café, Inc. dba Lady Killigrew Café, Inc.	444 Greenfield Rd, Montague
Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Montague B.P.O. Elks Lodge 2521	1 Elk Ave, Turners Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
Om Shiv Shambhu, LLC dba Carrolls Market	33 East Main St, Millers Falls
St. Kazimierz Society dba St. Kazimierz Society	197 Avenue A, Turners Falls

Secondhand Smoke, Inc. dba North Village Smokehouse	32 Federal St, Millers Falls
Shady Glen, Inc dba Shady Glen, Inc.	7 Avenue A, Turners Falls
Sow Loud, LLC dba The Upper Bend	112 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls
Thomas Memorial Golf & Country Club - Dining Room	30 Country Club Ln, Turners Falls
Thomas Memorial Golf & Country Club - Clubhouse	30 Country Club Ln, Turners Falls
Turners Falls Rod & Gun Club, Inc.	15 Deep Hole Road, Turners Falls
Watershed Restaurant, LLC dba Watershed Restaurant	440 Greenfield Rd, Montague
Miscellaneous Licenses - (Not related to Liquor Licenses)	
LODGING HOUSE	\$40.00 each
F. C. Housing Authority	241 Millers Falls Road, Turners Falls
CLASS II - USED CARS	\$110.00 each
Bob's Auto	303 Avenue A, Turners Falls
Koch's Auto Sales	98 Turners Falls Rd, Turners Falls
Mark's Auto	366 Federal St, Montague
Mark's Auto	484 Federal St, Montague
Montague Garage (Gregory Precourt)	10 Station St, Montague
Rau's Sunoco	531 Turners Falls Rd, Montague
Semaski General Contractor & Equipment Sales	186 Turners Falls Rd, Montague
Zak's Auto Sales and Repair	46 Randall Road, Montague
CLASS III -JUNK	\$110.00 each
Bob's Auto	303 Avenue A, Turners Falls
Rau's Sunoco	531 Turners Falls Rd, Montague
ENTERTAINMENT	\$55.00 each
Montague Book Mill	Greenfield Rd, Montague
COMMON VICTUALLERS	\$40.00 each
Ce Ce's Chinese Restaurant	57 Avenue A, Turners Falls
Country Creemee	52 Avenue A, Turners Falls
Scotty's	66 Unity St, Turners Falls
TF F. L. Roberts dba NEC OPCO I, Inc.	132 Third St, Turners Falls
Subway dba CK Sandwiches	57 Avenue A, Turners Falls
Turners Falls Pizza	119 Avenue A, Turners Falls
Currently not open	

Chapter 304 of the Acts of 2004

Ticketing Process

Following the 2003 Station Night Club fire in Rhode Island, several legal and regulatory changes were approved relating to inspection practices in the commonwealth and elsewhere around the country. Specifically, Chapter 304 of the Acts of 2004 modified several sections of Massachusetts law. Among other things, these modifications allowed municipal building and fire service personnel to issue non-criminal citations to building owners for violations of the state building code and state fire prevention regulations. Initially, municipal building officials were authorized to issue tickets for only seven (7) different building code violations, including:

1. Blocked or impeded egress
2. Emergency lighting and/or signage
3. Occupant load exceeded
4. Interior finish
5. Occupant notification devices
6. Fire detection devices
7. Sprinkler system

In time, municipal building officials were authorized to issue tickets for six (6) additional infractions bringing the total to thirteen violations, including:

1. Occupying a building without an appropriately issued certificate of occupancy
2. Occupying a building beyond the expiration date of a temporary certificate of occupancy
3. Proceeding with construction work without proper inspections
4. Beginning work without applying for and receiving a building permit
5. Failing to submit amended plans to reflect a change in the scope of work
6. Failing to maintain a property in a manner safe for occupancy

Recently, authorization has been granted to further expand the list of violations to include nearly all of 780 CMR and its referenced materials (see expanded list of violations below).

Please remember that municipalities are not required to partake in ticketing practices; participation is voluntary. However, municipalities must have a duly trained hearings officer available to adjudicate appeals if they choose to participate in the program. Also, municipal building inspectors and others should understand the history and intent of the ticketing program. A PowerPoint Presentation is available for viewing at the Department of Public Safety website. The presentation reflects initial program requirements, not recent changes. BBRS and DPS staff will up-date the presentation and will provide training to municipal inspectors soon. Also, BBRS staff is working on a pocket guide to program requirements that will be forwarded to municipal inspectors toward the end of September. The guide will help further explain program requirements.

Additional programmatic information is available at the DPS website relative to contact names and phone numbers for assistance.

Building Code Violations (780 CMR)

Administration - Chapter 1

1. 101.4.7 Architectural Access - Failure to comply with 521 CMR after due notice.
2. 101.4.4 Property Maintenance - Failure to maintain existing systems and equipment.
3. 101.5 Required - Failure to receive approval prior to proceeding with modifications to the permitted work.
4. 101.5.8 Notice of Start- Failure to provide building official 24 hour notice of start of work.
5. 110.7 Periodic Inspections - Failure to comply with 5 year requirement of testing/certifying exterior fire escapes, balconies, etc.
6. 111. 5.2 Required Egress Posting Failure to post egress placard.
7. 111. 5.3 Place of Assembly Posting Failure to post Occupancy in place of Assembly.
8. 111. 5.4 Replacement of Posted Signs Failure to replace posting.
9. 115. 3 Unlawful Continuance - Continuing work after Stop Work Order is issued

Interior Finishes - Chapter 8

10. 803 Wall and Ceiling Finishes
11. 804 Interior Floor Finish
12. 805 Combustible Materials
13. 806 Decorative Trim and Materials
14. 807 Insulation
15. 808 Acoustical Ceiling Systems

Fire Protection Systems and Notifications - Chapter 9

16. 901.3 Maintenance Failure to receive a permit from the local fire department for maintenance of Fire Protection systems.
17. 901.3 Maintenance Failure to maintain Fire Protection systems per NFPA 25
18. 903 Automatic Sprinkler
19. 904 Alternative Automatic Fire Extinguishing Systems
20. 905 Standpipe Systems
21. 906 Portable Fire Extinguishers
22. 908 Emergency Alarm Systems
23. 909 Smoke Control Systems
24. 910 Smoke and Heat Vents
25. 911 Fire Command Center
26. 912 Fire Department Connections
27. 913 Fire Pumps
28. 914 Emergency Responder Safety Features
29. 915 Emergency Responder Radio Coverage

Means of Egress - Chapter 10

30. 1005 Egress Width
31. 1007 Accessible Means of Egress
32. 1008 Doors, Gates and Turnstiles

- 33. 1009 Stairways
- 34. 1010 Ramps
- 35. 1012 Handrails
- 36. 1013 Guards
- 37. 1014 Exit Access
- 38. 1015 Exit and Exit Access Doorways
- 39. 1016 Exit Access Travel Distance
- 40. 1017 Aisles
- 41. 1018 Corridors
- 42. 1019 Egress Balconies
- 43. 1020 Exits
- 44. 1021 Number of Exits and Continuity
- 45. 1022 Exit Enclosures
- 46. 1023 Exit Passageways
- 47. 1024 Luminous Egress Path Markings
- 48. 1025 Horizontal Exits
- 49. 1026 Exterior Exit Ramps and Stairways
- 50. 1027 Exit Discharge
- 51. 1028 Assembly
- 52. 1029 Emergency Escape and Rescue

Interior Environment - Chapter 12

- 53. 1203 Ventilation
- 54. 1204 Temperature Control
- 55. 1205 Lighting
- 56. 1206 Yards and Courts
- 57. 1207 Sound Transmission
- 58. 1208 Interior Space Dimensions
- 59. 1209 Access to Unoccupied Spaces
- 60. 1210 Surrounding Materials

Roof Assemblies and Rooftop Structures - Chapter 15

- 61. 1505 Fire Classifications
- 62. 1506 Materials
- 63. 1507 Requirements for Roof Coverings
- 64. 1508 Roof Insulation
- 65. 1509 Rooftop Structures
- 66. 1510 Reroofing

Soils and Foundations - Chapter 18

- 67. 1803 Geotechnical Investigations
- 68. 1804 Excavation, Grading and Fill
- 69. 1805 Dampproofing and Waterproofing

- 70. 1806 Presumptive Load-bearing Values of Soils
- 71. 1807 Foundation Walls, Retaining Walls and Embedded Posts and Poles
- 72. 1808 Foundations
- 73. 1809 Shallow Foundations
- 74. 1810 Deep Foundations

Special Construction - Chapter 31

- 75. 3102 Membrane Structures
- 76. 3103 Temporary Structures
- 77. 3104 Pedestrian Walkways
- 78. 3105 Awnings and Canopies
- 79. 3106 Marquees
- 80. 3107 Signs
- 81. 3108 Telecommunication and Broadcast Towers
- 82. 3109 Swimming Pool Enclosures and Safety Devices
- 83. 3110 Automatic Vehicular Gates
- 84. 3202 Encroachments
- 85. 3302 Construction Safeguards
- 86. 3303 Demolition
- 87. 3304 Site Work
- 88. 3305 Sanitary
- 89. 3306 Protection of Pedestrians
- 90. 3307 Protection of Adjoining Property
- 91. 3308 Temporary Use of Streets, Alleys and Public Property
- 92. 3309 Fire Extinguishers
- 93. 3310 Means of Egress
- 94. 3311 Standpipes
- 95. 3312 Automatic Sprinkler System

Existing Buildings - Chapter 34

- 96. 102.2.1.3 Failure to evaluate change commodity and storage arrangement in existing buildings with existing sprinkler systems, when there is a change of occupancy classification, commodity classification, or storage arrangement.

Special Regulations - Chapter 110

- 97. 110.R3 Failure to comply with manufactured buildings program.
- 98. 110.R4 Non-compliant Native Lumber Producers Registration
- 99. 110.R1 Non-compliant Concrete Testing Laboratories Licensing
- 100. 110.R5.2.15.2 Responsibility to Supervise Work- Failure to directly supervise construction as prescribed by construction supervisor license requirements.
- 101. 110.R5.2.14 Requirement to Show License - Working without a current, valid construction supervisor license.

Acts (2004)

Chapter 304

AN ACT RELATIVE TO FIRE SAFETY IN THE COMMONWEALTH.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Section 201 of chapter 6 of the General Laws, as appearing in the 2002 Official Edition, is hereby amended by inserting after the words "twenty-six A 1/2", in lines 6, 50, 54, 57, 60 and 68, the following words:- and twenty-six G 1/2.

SECTION 2. Chapter 10 of the General Laws is hereby amended by adding the following section:-

Section 74. The commission shall require all applicants for alcoholic beverages licenses to submit a valid certificate of inspection, as provided in the state building code, issued by a local inspector, as defined in chapter 143, and signed by the head of the fire department, as defined in chapter 148, for the city, town or district in which the applicant intends to sell alcoholic beverages to be consumed on the premises. The certificate of inspection shall attest to the safety of the building or structure in which the applicant intends to sell alcoholic beverages to be consumed on the premises and that the building or structure meets or exceeds the requirements of the state building code.

The commission shall require that every license holder submit, annually, a valid certificate of inspection, as provided in the state building code, issued by a local inspector and signed by the head of the fire department for the city, town or district in which the premises is located and from which alcoholic beverages intended to be consumed on the premises are to be sold. The issuance of such certificate shall be a precondition for the issuance or renewal of such a license and the commission may summarily revoke any license upon notice of noncompliance or expiration of such certificate, by operation of law and without a hearing. The commission may presume that such premises conform with the inspectional safety requirements for the premises as provided for in the state building code based upon such certificate, however such presumption may be rebutted.

Failure by the inspector to issue an annual certificate of inspection, signed by the head of the fire department, may be appealed in accordance with the inspectional safety requirement procedures for appeal as provided in the state building code.

The commission may authorize the issuance of a temporary license to any applicant or license holder who has been issued a temporary certificate of inspection by a local inspector and signed by the head of the fire department, as provided in the state building code, if the applicant or license holder has complied with the terms therein and the temporary certificate of inspection has not expired. Such temporary license may be revoked by the commission, without a hearing, if the licensee has failed to comply with the terms of such temporary certificate.

Failure by the inspector to issue an annual certificate of inspection signed by the head of the fire department, may be appealed in accordance with the inspectional safety requirement procedures for appeal as provided for in the state building code.

The commission shall promulgate rules and regulations to effectuate the purposes of this section.

SECTION 2A. To provide for certain unanticipated obligations of the commonwealth, to provide for an alteration of purpose for current appropriations, and to meet certain requirements of law, the sums set forth herein are hereby appropriated from the General Fund unless specifically designated otherwise herein, for the several purposes and subject to the conditions specified herein, and subject to the provisions of law regulating the disbursement of public funds for the fiscal year ending June 30, 2004, provided that said sums shall be in addition to any amounts previously appropriated and made available for the purposes of said items.

EXECUTIVE OFFICE OF PUBLIC SAFETY

Fire and Building Inspector Education and Training

8000-0018

For the administration of a Fire and Building Inspector Education and Training Program to educate and certify all municipal fire and building inspectors in the commonwealth

..... \$450,000

Firefighting Equipment Grant Program

8000-0050

For the firefighting equipment grant program for fire departments of every city, town, fire district and authority of the commonwealth to be administered by the executive office of public safety, provided that grants shall be distributed to municipalities according to a formula giving equal weight to each municipality's population; provided further that a municipality shall not receive less than \$15,000; provided further, that eligible fire safety equipment under this program shall include, but shall not be limited to, turnout gear, hand-held power lights, communication devices, telephones, personal alert safety systems, air packs, tanks, compressors, thermal imaging devices and computerized personnel accountability systems, but shall exclude firefighter apparatus and vehicles; provided further that grants awarded by said executive office to a municipality under the program shall not be utilized for the purpose of personnel costs unless such costs constitute 50 per cent or less of the total grant award; provided further that no grant shall be awarded to the department of fire services; provided further that not later than February 1, 2005, the executive office of public safety shall submit a report to the house and senate committees on ways and means and to the secretary for administration and finance detailing the amount of grants awarded to such grant recipients and descriptions of the grants and each municipality shall provide the executive office of public safety with a comprehensive list of the best-practices that have been instituted as a result of these grants..... \$10,000,000

SAFE Program

8000-0619

For the distribution of grants for city and town student awareness of fire education programs, to be known as S.A.F.E programs, which shall include information about the fire risks caused by smoking; and provided further that grants awarded by the executive office of public safety to a municipality under the program shall, when applicable, be in an amount not less than the amount of the grant or grants each such municipality received in fiscal year 2000.....\$1,078,666

SECTION 3. Subsection (d) of section 2 of chapter 62 of the General Laws is hereby amended by adding the following paragraph:-

(3)(a) For purposes of the depreciation deduction allowed under sections 62(a)(1) and 168 of the Federal Internal Revenue Code, as amended and in effect for the taxable year, a taxpayer that is required to comply with section 26G 1/2 of chapter 148 of the General Laws and that has so complied, may classify an automatic sprinkler system having a situs in the commonwealth, and used exclusively in the trade or business of such taxpayer, as 5-year property as defined under section 168(e)(3) of the Federal Internal Revenue Code. The term "automatic sprinkler system" means the system installed pursuant to the provisions of said section 26G 1/2 and in accordance with the state building code.

(b) Such depreciation deduction for the automatic sprinkler system shall be allowed only upon the condition that the net income for the taxable year and all succeeding taxable years be computed without any depreciation deduction upon the property other than the deduction allowed by this section.

SECTION 4. Chapter 63 of the General Laws is hereby amended by inserting after section 38R the following section:-

Section 38S. (a) In determining the net income subject to tax under this chapter, a domestic or foreign business corporation required to comply with section 26G 1/2 of chapter 148 and that has so complied, may, for the purposes of the depreciation deduction allowed under section 168 of the Federal Internal Revenue Code, classify an automatic sprinkler system having a situs in the commonwealth, and used exclusively in the trade or business of such corporation, as 5-year property as defined under 168(e)(3) of the Federal Internal Revenue Code. The term "automatic sprinkler system" means the system installed pursuant to section 26G 1/2 of said chapter 148 and in accordance with the state building code.

(b) Such depreciation deduction for the automatic sprinkler system shall be allowed only upon the condition that the net income for the taxable year and all succeeding taxable years be computed without any depreciation deduction upon the property other than the deduction allowed by this section.

SECTION 4A. Chapter 143 of the General Laws is hereby amended by inserting after section 97 the following section:-

Section 97A. (a) The board of building regulations and standards shall require the owner of any building or structure or portion thereof, that includes a place of business designed or used for occupancy as a nightclub, dance hall, discotheque, bar, or for similar entertainment purposes, with a capacity of 100 persons or more, and which includes 1 or more residential dwellings, to install an adequate system of automatic sprinklers throughout the building including, but not limited

to, residential dwellings and in any common areas connected thereto, in accordance with the state building code. This section shall apply to the construction or substantial alteration of buildings or structures, approved by building permit on or after December 1, 2004. This paragraph shall not preclude the board of building regulations and standards from prescribing more stringent sprinkler requirements.

(b) Whoever is aggrieved by an interpretation, order, requirement, or direction of the building official under this section, or whoever is aggrieved by a failure of the building official to take action under this section, may, within 45 days after the service of notice of such interpretation, order, requirement, or direction, or after 45 days of such failure to act, appeal from such interpretation, order, requirement, direction, or failure to act to the building code appeals board as provided in section 100 of chapter 143.

SECTION 5. Chapter 148 of the General Laws is hereby amended by inserting after section 26G the following section:-

Section 26G 1/2. For the purpose of this section the term "adequate system of automatic sprinklers" shall include: (1) a working automatic sprinkler system; (2) fire alarm system control equipment which provides notice of an emergency within a place of assembly; and (3) adequate monitoring of and reporting of any activation of the automatic sprinkler system and fire alarm equipment, in accordance with the state building code in effect at the time of the installation of such system and equipment.

Every building or structure, or portions thereof, of public assembly, with a capacity of 100 persons or more, that is designed or used for occupancy as a nightclub, dance hall, discotheque, bar, or for similar

entertainment purposes, including all rooms, lobbies, and other spaces connected thereto and all means of egress and entrances, including any such public assembly located within a mixed use building or structure, including a building or structure owned or controlled by the commonwealth or a political subdivision thereof, (a) which is existing, or (b) for which an approved building permit was issued before December 1, 2004, shall be protected throughout with an adequate system of automatic sprinklers, in accordance with the state building code.

Any owner of a business designed or used for occupancy as a nightclub, dance hall, discotheque, bar or for similar entertainment purposes to which the second paragraph does not apply shall install a system of automatic sprinklers within the building or structure in accordance with the state building code if the business: (1) violates the maximum capacity for such building or structure, as established by a duly recognized inspector of buildings, building commissioner or local inspector of a city, town or district or other duly recognized local inspector or inspector, as provided in chapter 143, 2 or more times during a 12-month period; or (2) violates the maximum capacity of such building or structure by a number greater than $1/2$ of such maximum capacity as established by a duly recognized inspector of buildings, building commissioner or local inspector of a city, town or district or other duly recognized local inspector or inspector, as provided in chapter 143. Any owner of a building or structure required to install automatic sprinklers as a result of a violation of this paragraph shall do so within 1 year of being cited for such violation, and shall be responsible for the full costs of installation.

Notwithstanding any general or special law to the contrary, any

business owner cited for violating the maximum capacity for his place of business shall be subject to a \$10,000 fine for a first or second offense. A third such offense shall result in the business owner losing his license to operate in the commonwealth, and all food, entertainment and other licenses associated with his business. This paragraph shall be enforced by a duly recognized inspector of buildings, building commissioner or local inspector of a city, town or district or other duly recognized local inspector as provided in chapter 143, or any state official with concurrent jurisdiction.

This section shall not apply to a place of assembly within a building, structure or portions thereof used principally as a house of worship, restaurant, lecture hall, auditorium, state or local government building, educational function facility, or other similar place of assembly.

Temporary use of such a building or structure or portions thereof as a nightclub, dance hall, discotheque, bar or for similar entertainment purposes, may be allowed if a permit is issued for such use by the head of the fire department in consultation with the local building inspector or inspector who may set the terms and conditions to protect against fire and preserve public safety.

Whoever is aggrieved by an interpretation, order, requirement or direction of the head of the fire department under this section, or,

The cost of installing an adequate system of automatic sprinklers pursuant to this section shall be borne in its entirety by the owner of the building or structure.

Except as provided in the third paragraph, the head of the fire department shall enforce this section.

SECTION 6. Said chapter 148 is hereby further amended by inserting after section 34 the following 4 sections:-

Section 34A. (a) Any owner, occupant, lessee or other person having control or supervision of any assembly use group building, as defined by the state building code, and who causes or permits a dangerous condition to exist on the premises at anytime shall be punished by a fine of not more than \$5,000 or by imprisonment in the house of correction for not more than 2 1/2 years, or both.

For the purposes of this section, "dangerous condition" shall mean:-

- (1) any blocked or impeded ingress or egress;
- (2) the failure to maintain or the shutting off of any fire protection or fire warning system required by law;
- (3) the storage of any flammable or explosive without a properly issued permit in quantities in excess of allowable limits of any permit to store;

Nothing in this section shall preclude the issuance of a citation for a code violation, as provided for by chapter 148A.

(b) Whoever is convicted of a second or subsequent violation of paragraph (a) shall be punished by a fine of not more than \$25,000 or by imprisonment in the state prison for not more than 5 years or in a house of correction for not more than 2 1/2 years, or both such fine and imprisonment.

Section 34B. Any person who wantonly or recklessly violates the state building code or state fire code and thereby causes serious bodily injury or death to any person shall be punished by a fine of not more than \$25,000 or by imprisonment in the state prison for not more than 5 years or in a house of correction for not more than 2 1/2 years, or both.

For purposes of this section, "serious bodily injury" shall mean bodily injury that results in a permanent disfigurement, loss or impairment of a bodily function, limb or organ, or a substantial risk of death.

Section 34C. Whoever (1) commits a second or subsequent violation of the state building code or state fire code, including any incorporated specialized codes, or any lawful order of the marshal, the head of the fire department or a state or local building inspector or (2) continues to violate any such code or order after receipt of actual notice of such violation or order, shall be punished by a fine of not more than \$1,000 or by imprisonment for 1 year in the house of correction or by both such fine and imprisonment. Notice may be provided by in-hand service, by posting the same in a conspicuous place on the premises in violation, or by the lawful issuance of a citation pursuant to chapter

148A. This section shall not apply to such violations which are under appeal pursuant to section 100 of chapter 143, if such appeal was timely filed.

Section 34D. Notwithstanding any other general or special law to the contrary, the housing court, the district court or the superior court shall have jurisdiction and equitable powers to enforce the lawful orders of the marshal or head of the fire department pursuant to this chapter.

SECTION 7. The General Laws are hereby further amended by inserting after chapter 148 the following chapter:-

CHAPTER 148A.

Section 1. As used in this chapter the following words shall, unless the context otherwise requires, have the following meanings:-

"Code violation", a violation of the state building code, 780 CMR or the State Fire Code, 527 CMR.

"Housing court", the housing court within the county in which an alleged code violation has occurred, or, if there is no housing court in the county, the district court with jurisdiction of the location in which the alleged code violation occurred.

"Local code enforcement officer", the head of the fire department as defined in section 1 of chapter 148, or a designee of the head of the fire department who is empowered to enforce the state fire code, or the local building inspector empowered to enforce the building code pursuant to section 3A of chapter 143.

"Municipal hearing officer", a person appointed by the appointing authority of a municipality to conduct requested hearings of code violations pursuant to this chapter.

"Scheduled assessment", the amount of the civil assessment for a particular code violation as determined jointly by the state fire marshal, commissioner of public safety, and the chief justices of the district and housing court departments, respectively. A scheduled assessment shall not exceed the maximum assessment or fine established by law for each such violation.

"State code enforcement officer", in cases involving the state fire code, the marshal as defined in section 1 of chapter 148, or in the case of state building code violations, the state building inspector empowered to enforce the building code pursuant to section 3A of chapter 143.

Section 2. (a) Notwithstanding any general or special law to the contrary, any local code enforcement officer, empowered to enforce violations of the state building code or the state fire code may, as an alternative to initiating criminal proceedings, give to the offender a written notice of a code violation. Such notice shall contain the name and address, if known, of the offender, the specific offense charged and the time and place of the violation. The notice shall be signed by the local code enforcement officer and shall be signed by the offender whenever practicable in acknowledgement that such notice has been received. The local code enforcement officer shall, if possible, deliver to the offender a copy of the notice at the time and place of the violation. If it is not possible to deliver a copy of the notice to the offender at the time and place of the violation, the copy shall be mailed or delivered by the local code enforcement officer, or by the head of his department or by any person authorized by such department head, to the offender's last known address, within 15 days after the violation or discovery thereof. Such notice as so mailed shall

be deemed a sufficient notice. A certificate of the person so mailing such notice that it has been mailed in accordance with this section shall be *prima facie* evidence thereof. The notice shall be executed in triplicate.

Whoever, upon request of any local code enforcement officer, refuses to state his name and address, or if he states a false name and address or a name and address which is not his name and address in ordinary use, shall be punished by a fine of not more than \$200.

(b) The local code enforcement officer shall indicate on the notice of violation that the violation is either: (1) a written warning; or (2) a code violation. If the notice is for 1 or more code violations, the code enforcement officer shall indicate on the notice the scheduled assessment for each violation alleged. If the notice of violation is for a continuing condition, the code enforcement officer shall indicate that the condition must be corrected within 24 hours of receipt of such notice. Failure to correct the condition within 24 hours may serve as grounds for criminal prosecution pursuant to section 34C of chapter 148.

(c) If the notice is for 1 or more code violations, the alleged violator shall return the notice of violation by mail, personally or by authorized person to the municipal hearing officer and shall, within 21 days, either: (1) pay in full the scheduled assessment; or (2) request a hearing before the municipal hearing officer. Any amounts paid shall be payable to the city or town, as the case may be. If the alleged violator requests, in a timely manner, a hearing before the municipal hearing officer, the municipal hearing officer shall schedule a hearing not later than 45 days after receiving such hearing request. The

municipal hearing officer shall duly notify the alleged violator of the date, time and location of the hearing. In no case shall the hearing officer, so designated, be an employee or officer of the fire department or building department associated with the code enforcement officer who issued the notice of violation. The hearing by the municipal hearing officer shall be informal and the formal rules of evidence shall not apply.

(d) Any person aggrieved by a decision of the municipal hearing officer, after a hearing, may appeal to the housing court within the county in which the violation occurred and shall be entitled to a hearing before a clerk magistrate of the court. The appeal shall be filed by the aggrieved person within 10 days after receiving notice of the decision from the municipal hearing officer who conducted the hearing.

(e) Any person who has received a notice of violation issued in accordance with this section who, within the prescribed time, fails to pay the scheduled assessment or fails to exercise his right to request a hearing before the municipal hearing officer or who fails to appear at the time and place of the hearing, shall be deemed responsible for the code violations as stated in the notice of violation and such finding of responsibility shall be considered *prima facie* evidence of a finding of responsibility for the code violation in any civil proceeding regarding said violation and shall be admissible as evidence in a subsequent criminal proceeding. If the condition which caused the notice of violation to issue continues to exist, the finding of responsibility may also be used by the city or town as *prima facie* evidence of the existence of a code violation in any proceeding to suspend or revoke

any license, permit or certificate issued by such municipality, the state fire marshal or commissioner of public safety relative to said building, structure or premises pending the correction of the condition.

Section 3. (a) Notwithstanding the provisions of any general or special law to the contrary, any state code enforcement officer empowered to enforce violations of the state building code or state fire code may, as an alternative to initiating criminal proceedings, give to the offender a written notice of a code violation. The notice shall contain the name and address, if known, of the offender, the specific offense charged, and the time and place of the violation. The notice shall be signed by the state code enforcement officer and shall be signed by the offender whenever practicable in acknowledgement that such notice has been received. The state code enforcement officer shall, if possible, deliver to the offender a copy of the notice at the time and place of the violation. If it is not possible to deliver a copy of the notice to the offender at the time and place of the violation, the copy shall be mailed or delivered by the state code enforcement officer, or by the head of his department or by any person authorized by such department head, to the offender's last known address, within 15 days after the violation. The notice as so mailed shall be deemed sufficient notice, and a certificate of the person so mailing such notice that it has been mailed in accordance with this section shall be *prima facie* evidence thereof. The notice shall be executed in triplicate. Whoever, upon request of any state code enforcement officer, refuses to state his name and address, or if he states a false name and address, or a name and address which is not his name and address in ordinary use, shall be punished by a fine of not more than \$200.

(b) The state code enforcement officer shall indicate on the notice of violation that the violation is either: (1) a written warning; or (2) a code violation. If the notice is for 1 or more code violations, the state code enforcement officer shall indicate on the notice the scheduled assessment for each violation alleged. If the notice of violation is for a continuing condition, the state code enforcement officer shall indicate that the condition must be corrected within 24 hours of receipt of such notice. Failure to correct the condition within 24 hours may serve as grounds for criminal prosecution pursuant to section 34C of chapter 148.

(c) If the notice is for 1 or more code violations, the alleged violator shall, within 21 days of the receipt of the notice either: (1) pay in full the scheduled assessment in accordance with the instructions on the notice of violation; or (2) request a hearing before a clerk magistrate of the housing court within the county in which the alleged violation occurred, by submitting the notice by mail, personally or by authorized person to the housing court. If the alleged violator requests a hearing before the clerk magistrate as prescribed, the clerk magistrate shall schedule a hearing not later than 45 days after receiving such hearing request. The clerk magistrate shall duly notify the alleged violator and the state code enforcement officer of the date, time and location of the hearing. The code enforcement officer who issued the notice of violation may appear personally at said hearing or may designate another person from his department or district to prosecute the case who is also empowered to enforce such building or fire code, as the case may be. Such hearing by the clerk magistrate shall be informal and the formal rules of evidence shall not apply.

(d) Any person aggrieved by a decision of the clerk magistrate, after a hearing, may appeal to a single justice of the housing court and shall be entitled to a hearing before a single justice of the court. The aggrieved person shall file such appeal within 10 days after receiving notice of the decision from the clerk magistrate who conducted the hearing. The decision of the single justice shall be final.

(e) Any person who has received a notice of violation issued in accordance with this section who, within the prescribed time fails to pay the scheduled assessment or fails to exercise his right to request a hearing before the clerk magistrate or who fails to appear at the time and place of the hearing, shall be deemed responsible for the code violations, as stated in the notice of violation and such finding of responsibility shall be considered *prima facie* evidence of a finding of responsibility for such code violation in any civil proceeding regarding the violation and shall be admissible as evidence in a subsequent criminal proceeding. If the condition which caused the notice of violation to issue continues, the finding of responsibility, accompanied by a sworn affidavit of the issuing state code enforcement officer relating the relevant details of the violation, may be used as *prima facie* evidence in any proceeding to suspend or revoke any license, permit or certificate issued by the city, town or the commonwealth, including the state fire marshal or the commissioner of public safety relative to the building, structure or premises pending the correction of the condition.

Section 4. The state fire marshal, commissioner of public safety, the chief administrative justices of the district and housing court departments, respectively, and the president of the Massachusetts Municipal Association board of directors shall jointly prescribe

standardized notice of violation forms provided for in sections 2 and 3 of this chapter which shall be uniform throughout the commonwealth. The forms, which may be modified periodically, shall clearly state the procedures, rights and obligations of alleged violators who receive such notices. The commissioner of public safety shall provide such forms to be used by local code enforcement officers to each municipality throughout the commonwealth. The charge for each such form shall be no greater than the actual cost incurred by the commissioner to produce such form.

Section 5. All fines, penalties or assessments in actions under this chapter, brought by a local code enforcement officer, shall be paid to the general fund of the city or town in which the violation occurred. Such city or town shall earmark such fines, penalties or assessments collected for enforcement, training and education of fire prevention officers, building inspectors, and the stipend for municipal hearing officers, which shall be not less than \$2,500 a year. All fines, penalties or assessments in actions brought under this chapter by a state code enforcement officers shall be paid to the commonwealth and shall be forwarded to the department of fire services as revenue to the General Fund and shall be assigned to the department's retained revenue account for the purposes of enforcement, training and education of state code enforcement officers.

SECTION 8. Notwithstanding any general or special law to the contrary, there is hereby established a special committee for the purposes of making an investigation and study of the feasibility of creating a mandatory municipal fire inspector certification program. The committee shall consist of the members of the Massachusetts Fire Training Council, established under the provisions of section 165 of

chapter 6 of the General Laws, the Massachusetts Fire Service commission, established under the provision of section 165B of said chapter 6 and the state fire marshal or his designee.

SECTION 9. The secretary of public safety, or, as directed by the secretary, the head of a department, division or agency within the executive office of public safety, shall promulgate rules and regulations to effectuate the following:-

- (1) establishing a nightclub fire safety training program and training materials for employees of every building or structure, or portions thereof, of public assembly with a capacity of 100 persons or more, designed or used for occupancy as a nightclub, dance hall, discotheque, bar or for similar entertainment purposes;
- (2) establishing and promoting education relative to the proper use and storage of all forms of fire extinguishers and other similar fire suppressant apparatus for the owners, lessees or mortgagees of all buildings certified under the state building code;
- (3) establishing methods for the proper tracking and certification of pyrotechnic displays, usage of fog, hazing or other fog producing apparatus in all places of public assembly, improving luminescence of egress routes and the widening or upgrading of main exit doors in places of public assembly, establishing requirements that "balanced design" be employed in future construction of larger entertainment venues, such as theatres, convention centers and arenas and establishing standards, based on current technology and science, on the proper use of fire resistant acoustic materials in all places of public assembly.

(4) establishing an advisory council on fire safety building materials for the purpose of incorporating comprehensive flame-retardant material standards into state building codes and to recommend to the state board of building regulations and standards flame-retardant material standards to be incorporated as emergency amendments into the state building code. Such standards may incorporate the use of fire resistant coating. For the purposes of this section, "fire resistant coating" is defined as a coating that has attained both the room corner test FM 4880 or UL1715 or NFPA 286 on plywood and ASTM E-119 on numerous substrates found in general building construction.

The secretary of public safety shall establish, in conjunction with the executive office of economic affairs, methods for owners, lessees, or mortgagees in possession of a building or structure, or portions thereof of public assembly with a capacity of 100 persons or more, designed or used for occupancy as a nightclub, dance hall, discotheque, bar or for similar entertainment purposes to install automatic sprinklers at discounted rates including, but not limited to, no-interest or low-interest loans and insurance cost containment measures.

SECTION 10. On or before June 1, 2005, the secretary of the executive office of economic affairs shall file with the house and senate committees on ways and means and with the clerks of the house of representatives and the senate a plan to reduce for owners the costs associated with implementing section 5 including, but not limited to, programs utilized by the Title V program and low-interest loans and tax credits.

SECTION 11. Any owner of a building, structure or portions thereof subject to the provisions of the second paragraph of section 26G 1/2 of chapter 148 of the General Laws shall submit plans and specifications for the installation of an adequate system of automatic sprinklers to the head of the fire department and the local building inspector or inspector within 18 months of the effective date of this act and shall install an adequate system of automatic sprinklers within 3 years of such effective date. The head of the fire department may allow a reasonable extension of time, not to exceed 1 year, to comply with said section 5 if the owner has timely submitted the required plans and specifications, has entered into an existing contract for the installation and clearly documents or shows that he did not cause the delay of installation.

For the purpose of this section the words "adequate system of automatic sprinklers" shall include: (i) a working automatic sprinkler system; (ii) fire alarm system control equipment which provides notice of an emergency within a place of assembly; and (iii) adequate monitoring of and reporting of any activation of the automatic sprinkler system and fire alarm equipment, in accordance with the state building code in effect at the time of the installation of such system and equipment.

SECTION 12. Section 7 of this act shall take effect on March 1, 2005.

Approved August 17, 2004.

RE: Farren Care Center

StevenE - Montague Town Administrator <StevenE@montague-ma.gov>

Thu 12/15/2022 8:51 AM

To: Bill Ketchen - Building Inspector <BuildingInspector@montague-ma.gov>

Cc: WendyB-Montague Selectboard <WendyB@montague-ma.gov>; Shayna Reardon <shaynar@montague-ma.gov>

Hi Bill

We will add an item on the agenda as follows...

- Discuss Town Interest in Specific Farren Care Center Property Demolition Specifications

We will include this email with the questions as presented to you, below:

Bill,

We have a couple of questions from Trinity and our Demo contractor regarding the Farren Care Center demolition with potential cost savings to the project.

1. For the 1965 & 1975 wings, our demo contractor proposed that we have their 14' deep basements and foundations demolished to approximately 6'-8' below grade, leaving the rest of the foundations buried and to crack holes in the basements and foundations for drainage.
2. Crush all masonry/ stone/ and brick onsite to 4"-minus and use it for backfill of the basement holes to a depth of 1'-2' below grade. This would reduce trucking the debris out and hauling more fill into the site.
3. A request has been made (by the Town) to leave the Detached house at 356 Montague City Road, the detached garage, the two pavilions, and the gazebo.

Could we get a letter from you and or the Town of Montague either acknowledging these recommendations and or your other preferences?

Regards,

Kevin Sharpe
Project Manager
AOW Construction, LLC

Fw: 500 Avenue A LDA Construction 12/30/22 milestone

Walter Ramsey - Montague Planner <planner@montague-ma.gov>

Wed 12/14/2022 8:38 AM

To: Assistant Town Administrator <Assistant.TownAdmin@montague-ma.gov>

From: Peter Chilton <peterchilton@hey.com>

Sent: Tuesday, December 13, 2022 4:23 PM

To: Walter Ramsey - Montague Planner <planner@montague-ma.gov>

Subject: Re: 500 Avenue A LDA Construction 9/30/22 milestone

Nova Works LLC report on 500 Ave A: LDA updates

Nova Works LLC was created to own and operate the building at 500 Ave A with a focus on housing small businesses and solopreneurs doing industrial crafts. We currently have leases with six business tenants ranging from antiques and furniture restoration, metal refurbishing, auto repair, general contracting, and woodworking. The building is 100% rented. There nine total jobs being housed in the building.

Our tenant, Tristan Evans Construction, has been hired to do the on-site general contracting. They have applied for building permits inclusive of LDA Renovation list items 1 through 15. (see list below).

Nova Works LLC will pursue a painter in the spring once the construction phase is finished, completing item 16.

Item 17, Chain Link Fence partition, is unnecessary because we rented the entire garage section to one tenant. There is no longer a need to divide the space.

Item 18, Energy Efficient Upgrades, is also in process. We have secured a quote from Greenfield Solar to put a large array on the roof. We have received structural engineering approval for that system.

Nova Works applied for a Mass Development Underutilized Property Grant in March 2022. We were awarded that grant in November with funds to be used on a portion of the construction costs.

We hope to have commitment letters by the end of next week to fund the rest of the construction.

1. LIGHTED EXIT SIGNS
2. BATTERY PACK EMERGENCY LIGHTS
3. EXTERIOR EMERGENCY LIGHTS
4. APPROVED FIRE ALARM SYSTEM
5. ACCESSIBLE ENTRANCE
6. ACCESSIBLE TOILET ROOMS
7. ELECTRICAL PANEL PARTITIONS AND ACCESS POINT
8. EGRESS DOORWAYS
9. WORK SPACE SEGMENTATION (WALL DIVIDER)
10. ROLL UP DOOR INSTALLATION AND REPAIR
11. EXTERIOR FACADE REPAIR

12. ROOF FASCIA REPAIR
13. INSULATION AND VAPOR BARRIER REPAIR
14. GUTTER AND SUBSURFACE DRAINAGE REPAIR
15. EXTERIOR DOOR REPAIR OR REPLACEMENT
16. PAINTING
17. CHAIN LINK FENCE PARTITION
18. ENERGY EFFICIENCY UPGRADES

Peter Chilton
Nova Motorcycles
m: 508-963-6572

TURNERS FALLS

TOWN OF MONTAGUE



HANDCRAFTED



IN NEW HAMPSHIRE

KEENE SIGNWORX

DESIGN FABRICATION

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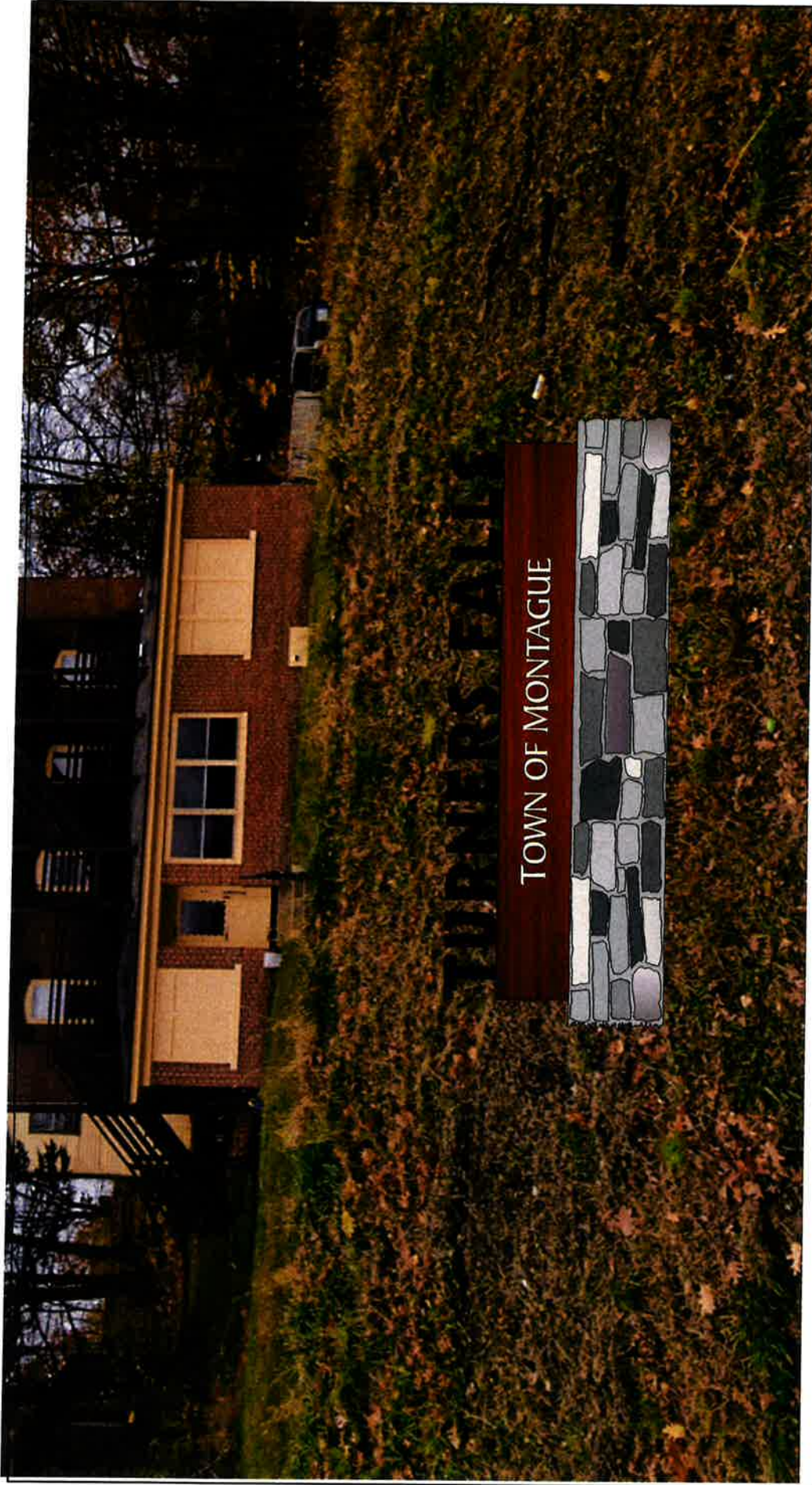
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Signature: _____

Date: _____

12 Base Hill Rd Swanzey NH 03446 PHONE 603.358.1003 FAX 355.1001 or WWW.SIGNWORX.COM

10B



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Signature: _____

Date: _____

12 Base Hill Rd Swanzey NH 03446 PHONE 603.358.1003 FAX 355.1001 or WWW.SIGNWORX.COM

Town of Montague- Department of Public Works

Local Attraction Directional Sign Program

Local Attraction Directional Signs (LADS) provide motorists with directional information for qualifying tourist-related businesses, services or activities within Montague. Tourist-related businesses, whose major portion of income or visitors is derived from visitors who do not reside in Montague, qualify for Local Attraction Directional Signs. The business/attraction cannot be located on a main thoroughfare in Montague.

Thoroughfares in Montague

- Montague City Road
- Turners Falls Road
- Millers Falls Road
- Federal Street
- Sunderland Road
- Main Street
- West Main Street
- All Streets in Downtown Turners Falls

Location of sign

- On municipal right-of-way
- At grade intersection with thoroughfare or secondary streets

Eligibility

- Must be of significant interest to the travelling public
- Should host at least 1,000 unique visitors annually.
- Must not have frontage on, or a sign visible from a major thoroughfare in Montague
- The types of attraction permitted include but are not limited to: performing arts venues, art galleries, social club or private business with frequent events open to general public, Recreational areas, farmstands, pick your own fields, lodging.

Size and Material

- 48" X 14" maximum
- White lettering on blue, reflective sheeting
- Maximum two rows of text. No graphic images or logos
- Base material is aluminum, with rounded corners

Fabrication

- The requesting business is responsible for the respective installation costs.

Decommissioning:

- Upon closure or change in the nature of the business, the owner must notify the Montague DPW for sign removal. Businesses that have permanently ceased operations for 6 months or greater will have their sign removed.

Application and questions

DRAFT 12.15.22

- Program is managed by the Montague Department of Public Works. The Montague Planning Board will review the request and make a recommendation to the DPW.

Total Costs

The program is self-funded. No local or state funds support the program. All manufacturing and installation costs are paid by applicants. A \$100 sign installation fee is due prior to installation.

To obtain as sign

- Contact the Montague Department of Public Works and complete the application form. DPW will forward a complete application to the Montague Planning Board for their recommendation.
- Businesses that qualify will receive a list of qualified sign manufacturers. Contact as many as you wish to get the best price.
- Bring or ship the signs to the Montague Department of Public Works.
- The Montague DPW will install the sign.

DRAFT 12.15.22

Montague Local Attraction Directional Sign Application DRAFT

Submit completed application to Montague Department of Public Works email@montague-ma.gov

A \$100 sign installation fee is due to the Montague Department of Public Works prior to scheduling the sign installation. Checks are payable to the Town of Montague.

Name of Business/ Service/ Activity:

Street Address:

Open all year or seasonal?

If seasonal, what months are you open?

Number of visitors per year:

(1,000 minimum annual attendance)

Proposed sign wording:

Proposed sign location: *Describe or sketch labelling intersecting roads and locations of proposed signs*

Certification:

I, the applicant, certify that the statements contained on this application/permit are true and correct, and that the business identified is conducted in conformity to all laws applicable to nondiscrimination, and that discrimination is not exercised in regard to race, religion, color, sex, sexual orientation, or national origin. I understand that in addition to the attached administration fee, I am responsible for the manufacturing and installation costs for the proposed sign(s). I understand that this permit is revocable, and that it is subject to renewal every five years. I further understand that if my business is a seasonal operation, I am responsible for notifying the county prior to closing and re-opening, and that a "CLOSED" plaque will be placed on my sign when my business is closed for the season.

Applicant name:

Applicant phone:

Applicant email:

Applicant signature:

Date of submittal:

Montague Planning Board Recommends _____ APPROVAL _____ DENIAL (attach reason for denial)

Planning Board Chair Signature:

Date:

_____ APPROVAL _____ DENIAL by Montague DPW (attach reason for denial)

Superintendent signature:

Date:

Example Local Attraction Directional Sign



TOWN OF MONTAGUE



REQUEST FOR PROPOSALS

**Design and Development of Affordable Housing on
First Street (Assessors Map 4 Lot 31)**

**Proposals Due: Wednesday January 25, 2023 11:00
AM**

Request for Proposals (RFP)

The Town of Montague is seeking proposals for the development of between five (5) and twelve (12) units of affordable housing on a municipal lot on First Street (Assessors Map 04 Lot 031) in downtown Turners Falls.

The purpose of this RFP is to select a developer who will:

- Build between 5 and 12 units of affordable owner occupied or rental housing
- Design the units to be of similar location, mass, and orientation of the historic row-housing that was on the site and be of a manner that will match the scale and architecture of the neighborhood.
- Receive ownership of the property

Submission Deadline

Respondents should submit one original and three (2) copies on or before 11:00AM on Wednesday, January 25, 2023 to:

Wendy Bogusz, Selectboard Executive Assistant
One Avenue A, Montague Town Hall
Turners Falls MA 01376

Responses to the RFP must include all required documents. The Town of Montague reserves the right to reject any or all proposals or to cancel this RFP, if it is in the Town's best interests.

The Town of Montague encourages the involvement of minority business enterprises and women's business enterprises in the fulfillment of this Scope of Services.

Any questions regarding this RFP should be directed to Walter Ramsey, Assistant Town Administrator, in writing at the address above or via e-mail to assistant.townadmin@montague-ma.gov prior to 5:00 p.m. on Wednesday, January 18, 2023.

Site Visit

Town staff will lead a tour of the site on Wednesday, January 11, 2023 at 10:00 a.m. for interested parties. The site visit is not mandatory, however, all bidders should familiarize themselves with the property by undertaking an independent review and analysis of physical conditions, regulatory constraints, required permits and approvals, and other legal considerations.

Definition of Affordable Housing

The Town of Montague intends to count these units on the Subsidized Housing Inventory (SHI); therefore, affordability is defined by state and federal regulations. The selected developer shall be responsible for following all the requirements set forth by the Massachusetts Department of Housing and Community Development (DHCD) and their Local Action Units (LAU) Program, as well as meeting the standards set forth by the U.S. Department of Housing and Urban Development (HUD).

The Local Action Program is for households earning at or below eighty (80) percent of the Area Median Income (AMI) based on the Springfield Metropolitan Statistical Area (MSA). The current income limits are below and are defined by household.

HUD INCOME LIMITS CHART for FRANKLIN COUNTY (April 2022)

Household Size	1	2	3	4	5	6	7	8
80% Income Limit	\$52,750	\$60,250	\$67,800	\$75,300	\$81,350	\$87,350	\$93,400	\$99,400
100% Income Limit	\$65,900	\$75,300	\$84,750	\$94,150	\$101,650	\$109,150	\$116,750	\$124,250

The 2013 40B Guidelines (Parts 3 - marketing and lottery, and 6 - LIP/LAU) are most helpful for Local Action Units:

<http://www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf>

The LAU application is available online: <http://www.mass.gov/hed/community/40b-plan/local-initiative-program-lip.html>

Proposal Review Process

The Montague Planning Board will review, score, and rank all proposals and make recommendations for award to the Montague Selectboard.

Project Background

On May 7 2022, Montague's Town Meeting voted to designate this property as 40R Smart Growth Overlay Zoning District and also authorized the Selectboard to sell the First Street property for the purpose of developing low or moderate income housing. In effort to meet the housing production needs of the community, the Planning Board has identified this underutilized municipal overflow parking lot across from Town Hall as highly suitable for new downtown housing due to its proximity to Avenue A and the recreational amenities along the riverfront. The lot was historically used for worker housing through the early 1900's. The Town has owned the lot since 1963 and has been used as an overflow parking area for Town Hall the last 50+ years.

Developing housing at this site was identified as a priority action item in the 2021 Downtown Turners Falls Rapid Recovery Plan. The plan concludes that more residents living downtown who are not cost-burdened by housing would have a positive outcome for the economic health and sustainability of the downtown.

The Montague Selectboard authorized the issuance of this Request for proposals on 11/21/222. The assessed value of the property is \$50,500.

Property Description

Site: The lot of +/- 0.65 acres has approximately 259 feet of frontage on First Street and 259 feet of frontage on the First Street Alley. The property has not yet been assigned a mailing address. The property is identified as Assessors Map 04 Lot 31. For current title, see the deed recorded in

500 Avenue A RFP

the Franklin County Registry of Deeds Book: 1165 Page: 584. A site survey has not been prepared.

Vegetation: The 5 street trees along First Street should be retained and protected during construction. Every effort should be taken to preserve the existing vegetation, however the Town understands that some or all of the mature growth along the alleyway may need to be removed to accommodate residential construction.

Improvements: The buyer will be responsible for the removal of the existing paved parking area. The town installed new sidewalks along First Street in 2019. The sidewalks should not be damaged during construction or otherwise altered without permission from the Montague Department of Public Works. The town prefers to not add new curb cuts to First Street.

Utilities and infrastructure: Sewer service is available on First Street. The sewer main and nearby pump station were replaced in 2016. DPW has confirmed there is adequate capacity to accommodate the sewer service for residential uses at this property. Public Water is also available from the Turners Falls Water Department on First Street. The town is under a Natural Gas Moratorium and accordingly, no new natural gas hookups are allowed in Montague.

Zoning: The selected developer shall comply with all zoning regulations and requirements. The parcel is located in the Neighborhood Business (NB) zoning district and is located in the Turners Falls Smart Growth Overlay District. The proponent may elect to permit the development under either the underlying zoning or the Smart Growth Overlay.

Neighborhood Business: The purpose of the district is to “allow for compatibility of residential and business uses in village areas”. Single and two family dwelling are allowed by right. Multi-family dwellings are allowed by special permit. The minimum lot size is 10,000. Minimum frontage is 75 feet. Minimum street and alley setback is 15 feet. The minimum side yard setback is 10 feet. The maximum building height is 28 feet. Relief from these requirements may be granted by Special Permit from the Zoning Board of Appeals.

Smart Growth Overlay: On May 7, 2022 the town designated this parcel as part of the Turners Falls Smart Growth Overlay District whereby dense housing is allowed by-right subject to the standards identified in the bylaw. This zoning overlay is an optional regulation that property owners may elect to utilize when developing a property. The underlying zoning would otherwise still be in effect. One of the requirements of the bylaw is that at least 20% of the housing units constructed in this district must be affordable in accordance with the state’s definition. Under the TFSGO the minimum lot size is 4,000 square feet and the minimum frontage is 30 feet. The maximum building height is 40 feet. The Planning Board is the Permitting Authority.

Deed Restrictions

All of the units must have a permanent affordable housing deed restriction subject to approval by the Massachusetts Department of Housing and Community Development (DHCD) through the Local Action Unit Program. The town will welcome proposals for affordable housing at any level below the 80% median income limit.

Regulatory Constraints

Environmental: The property is located outside the riverfront area associated with the Connecticut River. The parcel is also not located within a FEMA mapped floodplain. No filings are anticipated to be required with the Montague Conservation Commission.

Condominium: The selected developer, if units are for homeownership on common land, may be required to prepare and complete all necessary documentation and forms for the sale of the property as a condominium. The documents included but are not limited to a declaration of covenants, conditions and restrictions, articles, rules, bylaw, resale certificate, master deed, and master insurance policy.

Subsurface Easement

FirstLight Power holds a subsurface easement on the subject property that protects them from any claims relating to groundwater infiltration onto any planned structures. FirstLight is the utility company that owns the Turners Falls Dam. The easement can be found in Franklin County Registry of Deeds Book 133 Page 750.

Bidder's Responsibility for Due Diligence: Bidders should undertake an independent review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

The Town of Montague makes no representation or warranty with respect to the Property, including without limitation, the Town's title to the Property, the value, quality or character of the Property or its fitness or suitability for any particular use and/or the physical and environmental condition of the Property.

The town anticipates being able to share the results a Phase I Environmental Assessment that is currently underway for the property prior to closing.

The selected developer shall accept the Property on a strictly "as is" basis without any warranty or obligation whatsoever on the part of the Town. The selected developer shall release, defend, indemnify, and hold the Town of Montague harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) attributable to the physical and environmental condition of the Property.

Objectives and Guidelines

The guidelines included in this section have been developed by the Town of Montague and must be addressed and met in the proposal for this project.

Program, Use and Design Guidelines: The proposed project should offer, but should not be limited to:

- Design of the building(s) should fit the characteristics of the existing neighborhood, and be similar to the footprint, mass, orientation of the town's preferred development concept plan. Dwelling units with front porches on First Street are preferred.

- Build between 5 and 12 units of affordable housing. The units may be attached or detached.
- Preference is for owner occupied units, although rental units will be considered.
- Preference is for townhouse style housing, although duplexes and single family homes may be considered.
- Town will accept proposals for housing that is restricted to households earning 80% of area median income or less.
- Preference for visitable units. For information on visitability, use this website: <http://www.visitability.org/>
- The successful developer shall be responsible for a fair marketing and lottery plan to advertise the units to eligible households.
- Preference for use of energy efficient technologies and building materials.
- Take all necessary precautions to preserve the vegetation, specifically the mature trees on the property. This should include limited soil disturbance and compaction during construction, and defining an area of work around each tree.

Role of Town: The Town of Montague intends to transfer the property to the selected developer for a nominal sale price of one dollar (\$1.00).

Role of the Selected Developer: The selected developer shall be responsible for any site preparation and obtaining all applicable land use and building permits. The Town of Montague intends for these units to count on its Subsidized Housing Inventory and the selected developer shall be responsible for following all of the requirements set forth by the Massachusetts Department of Housing and Community Development's Local Action Units Program to have the units listed on the inventory.

Implementation Guidelines:

- The development of units may be phased, however the selected developer must secure the first phase building permits within twelve (12) months of contract award date.
- All the units must have a permanent affordable housing deed restriction subject to approval by the Massachusetts Department of Housing and Community Development (DHCD) through the Local Action Unit Program.
- The Town of Montague will transfer the property when the developer has secured all necessary financing and permits and has presented the Town with a fair housing marketing plan that has been approved by the Massachusetts Department of Housing and Community Development.
- The selected developer will be required to execute all applicable documents.

Other Requirements

The selected developer shall:

1. Obtain all necessary state and local permits, including inspections.
2. Be responsible for the removal of the pavement from the parking area and all other site work
3. The developer is responsible for on-site electricity and water that may be necessary during the project.
4. Attend at least one public meeting of the Montague Selectboard to present concept design plans.

Criteria for Evaluating Prospective Developers

All proposals must meet the following minimum threshold criteria:

Minimum Threshold Criteria

- The Proposal must be complete and conform with all submission requirements
- The Proposal must be submitted on time
- The Proposal must include certification of compliance for all state and local taxes and must submit a Certificate of Tax Compliance, a Non-collusion Form, and a Disclosure of Beneficial Interests in Real Property Transaction with the RFP response.
- The Proposal must ensure that all of the units will be made affordable to households earning at or below 80% of Area Median Income (as defined by HUD)
- The bidder must have a minimum of 5 years' experience in the development of affordable housing.

Projects meeting the minimum threshold criteria will also be judged on the following:

Competitive Evaluation Criteria

Responses will be evaluated competitively using the following criteria.

Ratings	Rationale
Highly advantageous	Exceeds the requirements/preference
Advantageous	Meets the requirements/preference
Not advantageous	Meets minimum requirements
Not acceptable	Does not meet requirements

Development Experience—Extent to which the developer's experience exceeds or meets the minimum criteria; the developer's prior track record in the construction of affordable housing and the experience of the development team with regard to the development, financing, and marketing of affordable housing and/or accessible housing for people with disabilities should be described in detail.

Highly Advantageous: The Bidder has 5 or more years of experience developing affordable housing and/or accessible housing.

Advantageous: The Bidder has 5 or more years of experience developing housing.

Not Advantageous: The Bidder has 5 years of experience developing housing.

Not Acceptable: The Bidder has less than 5 years of experience developing housing.

Developer Financial Capacity—Ability to secure financing as evidenced by letter(s) from prospective lender(s); ability to identify subsidy gaps and potential sources for subsidy to complete project.

Highly Advantageous: Proposal includes a letter from a prospective lender for the project and has identified any existing subsidy gaps, has a plan to address those gaps and experience applying for subsidy monies.

Advantageous: Proposal includes a letter from a prospective lender for the project and has identified any existing subsidy gaps.

Not Advantageous: Proposal includes a letter from a prospective lender for the project but does not address whether there are any subsidy gaps.

Not Acceptable: Proposal does not include a letter from a prospective lender.

Feasibility of Proposed Project—*Environmental, permitting issues, construction estimates, soft costs; timeline to completion.*

Highly Advantageous: Proposal clearly describes all necessary steps to complete project, including any environmental and permitting issues, and proposes a timeline to commence work ahead of required time frame (or includes detailed explanation why the required time frame is not feasible).

Advantageous: Proposal clearly describes all necessary steps to complete project, including any environmental and permitting issues, and proposes a timeline to commence work within required time frame (or includes detailed explanation why the required time frame is not feasible).

Not Advantageous: Proposal purports to commence work within required time frame but does not include a detailed timeline and/or the necessary steps to complete project.

Not Acceptable: Proposal does not address feasibility of project.

Site and Unit Design—*Extent to which the project meets or exceeds the minimum Program, Use and Design Guidelines as detailed above.*

Highly Advantageous: Proposal exceeds of the Guidelines and preferences,

Advantageous: Proposal meets the minimum Guidelines and preferences

Not Advantageous: Proposal meets the minimum Guidelines

Not Acceptable: Proposal does not meet the minimum Guidelines

Submission Requirements

All proposals must include the following materials:

- Letter of interest signed by the principal(s) of the bidder
- Narrative description of proposed development
- Development budget sources and uses
- Proposed sales prices or rental amounts, analysis of affordability including any need for subsidy

- Preliminary site plan and elevations
- Proposed unit configuration and ownership structure or rental structure, with sample deed or rental agreement.
- Preliminary identification of permitting and regulatory relief
- Project schedule
- Letter(s) of interest from lender(s) or partners
- Description of development team
- Previous experience of members of team, references and a list of previous projects
- Portfolio of recent projects by developer
- Role of owner/developer/consultant
- Disclosure of Beneficial Interest Form (M.G.L.c.7,40J)
- Certification of tax compliance (M.G.L.c.62C,49A)
- Identification of entity who will carry out the marketing and lottery plan, if known

Proposal Submission Terms and Requirements

Wherever applicable, the conditions of Employment and Prevailing State Wage Rate, as set forth by the Massachusetts Department of Labor and Industries, as contained in specifications, shall prevail in the execution of work under this contract.

The Town of Montague reserves the right to reject any and all proposals in whole or in part, and to waive minor informalities, when at its sole discretion is deemed to be in the best interests of the Town and to the extent permitted by law.

Proposals that meet all quality requirements shall be evaluated based on responsiveness to the criteria, terms and conditions contained in this RFP and its attachments. Failures to follow the instructions, meet the criteria, or agree to the terms and conditions contained in this RFP may be cause for rejection of the proposal as non-responsive.

All proposals shall be submitted to the Town, as and where set forth above, on or before the proposal deadline. Proposals and unsolicited amendments to proposals received by the Town after the proposal deadline will not be considered, and requests for extensions of time will not be granted. Proposers who mail proposals should allow sufficient time for receipt by the Town by the proposal deadline. Proposal received after the proposal deadline will be returned to the proposer unopened.

All proposals shall be signed in ink by the proposer. If the proposer is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the proposal and certified by the clerk of the corporation.

All proposals submitted shall be binding upon the proposer for a minimum period of forty-five (45) calendar days following the opening of proposals.

Proposals submitted to the Town shall be securely kept and shall remain unopened until the proposal deadline and the opening of proposals.

Proposals once submitted may, upon request of the proposer prior to the proposal deadline, be withdrawn or amended. If amended, resubmission of the proposal shall comply with all requirements of this RFP.

Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the proposal deadline. The Town does not assume any responsibility for errors, omissions, or misinterpretations, which may have resulted in whole or in part from the use of incomplete proposal documents. Any proposer finding an ambiguity, inconsistency, or error shall promptly notify the Town.

If it becomes necessary to revise any part of this RFP or if additional data are necessary to enable an exact interpretation of provisions, such addenda will be provided to all proposers who have requested this RFP. No addenda will be issued within the immediate three (3) business day period prior to the proposal deadline.

By submitting a proposal in response to this RFP, the proposer shall be deemed to have certified that no officer, agent, or employee of the Town has a direct or substantial financial interest in the procurement, that the proposal is submitted in good faith and exclusively on proposer's own behalf, without fraud, collusion or connection of any kind with any other proposer for the same work or with any undisclosed party. Proposer will be required to execute the "CERTIFICATE OF NON-COLLUSION" contained in the "Contract," which shall be filed with the Office of the Inspector General.

All terms and provisions contained in the "LEGAL NOTICE" of this procurement (a copy of which is attached hereto) are incorporated by reference into this RFP.

Proposers may add additional stipulations or otherwise qualify their proposals, but the Town shall retain the sole right to judge the importance of any such stipulation or qualification. If the Town determines that the stipulation or qualification is not in its best interest and/or is materially unacceptable, and if the proposer does not clearly indicate this to be an alternative for consideration, then the Town reserves the right to reject such proposal.

It is understood, agreed upon and made a part hereof, and shall be a part of the contract, that the contract entered into between the Town and the successful proposer shall not be assigned or assignable by way of sub-contract or otherwise, unless or until the Town shall have first assented thereto in writing.

The Town of Montague reserves the right to modify any specifications and submission requirements associated with the proposal and the scope of the project.

All proposals must be submitted on the forms provided or on attachments approved in advance by the Town.

All information concerning materials, warranties, guarantees, complete plans, and complete specifications are due at the time of the proposal opening.

Appendix A- Site Plans

12 Unit Townhouse Development Concept (Preferred Concept A)



6 Unit Single Family Dwelling Unit Concept (Preferred Concept B)

First Street Housing RFP- 6 Detached Single Family Units



Site Locus



ATTACHEMENT A
REQUIRED FORMS

CERTIFICATE OF TAX COMPLIANCE

No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security or Federal I.D. number

Signature: Individual or Corporate Officer

Date

PLEASE PRINT

Corporate Name: _____

Address: _____

City, State, Zip Code: _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

Signature of individual submitting bid or proposal

Name of Business

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management, as required by M.G.L. Chapter 7, Section 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction:
2. Complete legal description of the property:
3. Type of transaction: Sale Lease or rental for up to four five-year terms:
4. Lessor(s):
Lessee:
5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name:

Address:

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name:

Title or Position:

-
6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation. The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was voted that,

(Name) (Officer)

of this company, be appointed and is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by said officer, under seal of the company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____
(Clerk)

Place of Business: _____

DATE OF THIS CONTRACT:

I hereby certify that I am the Clerk of the _____

that _____ is the duly elected _____
of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk) (Corporate Seal)

ATTACHMENT B
LEGAL AD

INSERTION ORDER

TYPE OF AD: Legal

PUBLICATION(S) & PUBLICATION DATES:

GREENFIELD RECORDER – Wednesday, December 21, 2022 & Wednesday December 28, 2022

PLEASE BILL:

Montague Selectboard Office
One Avenue A Turners Falls, MA 01376

BODY OF AD: The Town of Montague is seeking proposals for the development of between five (5) and twelve (12) units of affordable housing on a municipal lot on First Street (Assessors Map 04 Lot 031) in downtown Turners Falls. The +/- 0.65 acre lot has approximately 259 feet of frontage on First Street. The property has not yet been assigned a mailing address. The property is identified as Assessors Map 04 Lot 31. The deed is recorded in the Franklin County Registry of Deeds Book:1165 Page:584. The Town will count these units on the Subsidized Housing Inventory; therefore, the developer shall be responsible for following all the requirements set forth by the MA Department of Housing and Community Development and their Local Action Units Program.

Requests for proposals may be obtained at <https://montague-ma.gov/BIDS>. Proposals shall be submitted no later than 11:00 a.m. on Wed., Jan. 24, 2023 to Selectboard Office One Avenue A Turners Falls

The Town of Montague reserves the right to reject or accept any or all proposals, in whole or in part. The Selectboard has final approval of all awarded contracts. In accordance with the Town of Montague's M/WBE Program, minority and women-owned business are encouraged to submit proposals.

ATTACHMENT C

TOWN MEETING AUTHORIZATION

ANNUAL TOWN MEETING May 7, 2022 Article # 34

ARTICLE 34. MOVED: To see if the Town will vote to transfer care, custody and control of a parcel of land containing 0.65 acres of land, more or less, located on First Street and identified as Assessors' Parcel ID 04-0-0031, from the Selectboard for general municipal purposes to the Selectboard for general municipal purposes or for developing low or moderate income housing and to authorize the Selectboard to sell or lease, transfer or convey all or any portion of such land for such sum and upon such conditions determined by the Selectboard to be in the best interests of the Town, pursuant to G.L. c. 30B, and to authorize the Selectboard to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder.

PASSED/TWO-THIRDS MAJORITY VOTE

ATTACHMENT D
SAMPLE LAND DEVELOPMENT AGREEMENT

Summary of FY22-23 Capital Article Requests

Capital Requests Received As of Dec 15, 2022

Submitted by	Project Description	Dept Rank	Winter FY23 STM		Annual FY24 ATM		Comments
			Appropriation	Expected Net Cost	Appropriation	Expected Net Cost	
Capital							
CWF	Screw Pump Replacement	1	\$ 2,500,000	\$ 825,000			USDA Rural Dev. Grant expected to be 35% to 70% of total cost, Expected Net assumes 35% grant after \$800,000 ARPA appropriation Green Communities grant could provide up to \$5000 to support hybrid/EV purchase
CWF	Transit Van	2	\$ 68,000	\$ 68,000			
CWF	Rough Terrain Vehicle (RTV) with plow and sander	1			\$ 25,000	\$ 25,000	Septage Receiving is a revenue generating activity Actual request will be \$100,000 less the actual account balance as of March 1, 2022, per new discretionary policy. Current Balance=\$82,000
CWF	Septage Receiving Station Upgrade	2			\$ 250,000	\$ 250,000	
DPW	Discretionary fund for large repairs and equipment	1			\$ 100,000	\$ 100,000	to replace old 10 wheel dump. Up to 55% grant reimbursement from USDA Community Facilities Program MassDOT requirements. Quote forthcoming. Construction cost as separate article. Green Communities grant could provide up to \$5000 to support Hybrid/EVpurchase
DPW	New Pick-up w/ plow and sander		\$ 80,000	\$ 80,000			
DPW	One Ton Dump Truck w/ plow and Sander		\$ 100,000	\$ 100,000			Assumes good subfloor. Should confirm that ACT remediation is not needed. Not a prevailing wage quote. Expect to increase Propose the balance of \$35,250 ATM 2017 Article 27 be transferred to fund project Montague to be reimbursed at 68% if awarded a 23 PARC Grant. Grant is a 2 year grant Design/build cycle. Potential ARPA project Proposing the balance \$79,372 from #11 10/2/19 STM be transferred to fund the project. 10% contingency included. Propose the balance of \$12,099 from #1 5/5/2012 to be transferred to fund the project.
DPW	Ten Wheel Dump Truck	2			\$ 368,500	\$ 165,825	
DPW	11th St Bridge Rehab Engineering		\$ 50,000	\$ 50,000			Propose the balance of \$35,250 ATM 2017 Article 27 be transferred to fund project Montague to be reimbursed at 68% if awarded a 23 PARC Grant. Grant is a 2 year grant Design/build cycle. Potential ARPA project Proposing the balance \$79,372 from #11 10/2/19 STM be transferred to fund the project. 10% contingency included. Propose the balance of \$12,099 from #1 5/5/2012 to be transferred to fund the project.
Building/Assessors/Health	Inspectional Services Vehicle		\$ 50,000	\$ 50,000			
Selectboard	Colle Building Roof Replacement Project		\$ 160,000	\$ 160,000			Propose the balance of \$35,250 ATM 2017 Article 27 be transferred to fund project Montague to be reimbursed at 68% if awarded a 23 PARC Grant. Grant is a 2 year grant Design/build cycle. Potential ARPA project Proposing the balance \$79,372 from #11 10/2/19 STM be transferred to fund the project. 10% contingency included. Propose the balance of \$12,099 from #1 5/5/2012 to be transferred to fund the project.
Selectboard	Town Hall Carpetting and Flooring Replacement				\$ 25,000	\$ 25,000	
Libraries	Feasibility Study for Main Library in Turners Falls		\$ 30,000	\$ -			Propose the balance of \$35,250 ATM 2017 Article 27 be transferred to fund project Montague to be reimbursed at 68% if awarded a 23 PARC Grant. Grant is a 2 year grant Design/build cycle. Potential ARPA project Proposing the balance \$79,372 from #11 10/2/19 STM be transferred to fund the project. 10% contingency included. Propose the balance of \$12,099 from #1 5/5/2012 to be transferred to fund the project.
Parks and Recreation	Montague Center Park Improvement	1			\$ 400,000	\$ 168,000	
Parks and Recreation	Unity Skatepark Lighting Project	2			\$ 66,000	\$ -	Propose the balance of \$35,250 ATM 2017 Article 27 be transferred to fund project Montague to be reimbursed at 68% if awarded a 23 PARC Grant. Grant is a 2 year grant Design/build cycle. Potential ARPA project Proposing the balance \$79,372 from #11 10/2/19 STM be transferred to fund the project. 10% contingency included. Propose the balance of \$12,099 from #1 5/5/2012 to be transferred to fund the project.
EDIC	Demolish 38 Ave A Structure				\$50,000	\$37,901	
Non-Capital							
Libraries	Window and door repairs at M.F. Branch Library	1			\$ 14,000	\$ 14,000	MF window replacement project= \$10,580 + door quote forthcoming To be prepared in anticipation of June 2023 PARC grant application
Conservation Commission	Supplement to Waidlich Conservation Fund	1			\$ 10,000	\$ 10,000	
Parks and Recreation	Montague Center Blacksmith Shop Building Eval.	1	\$ 2,000	\$ 2,000			To be prepared in anticipation of June 2023 PARC grant application
Parks and Recreation	Unity Skatepark Sealing		\$ 1,500	\$ 1,500			
Parks and Recreation	Unity Park Community Garden Well	2			\$ 12,000	\$ 12,000	To be prepared in anticipation of June 2023 PARC grant application
Parks and Recreation	Unity Park Parking Lot Improvements	3			\$ 12,500	\$ 12,500	
Town Clerk	Fireproof Locking Storage Cabinets	1			\$ 25,000	\$ 25,000	To be prepared in anticipation of June 2023 PARC grant application
GMRSD	Sheffield Gym/Auditorium Roof Repair	1			\$ 20,000	\$ 20,000	
GMRSD	Sheffield Admin Security Door	2			\$ 20,000	\$ 20,000	To be prepared in anticipation of June 2023 PARC grant application
Total			\$ 3,041,500	\$ 1,336,500	\$ 1,398,000	\$ 885,226	

FY24 Budget Requests At-A-Glance

12/19/2022

All Town departments have submitted annual FY24 budget requests, which are detailed in the Town Budget workbook, which will be provided to members of the Finance Committee and Selectboard. The workbook itself is being reviewed by the Town Accountant and Town Administrator in preparation for posting on the website.

Overall Budget Requests: Requested operating budgets show increases of 4.8% for the Town, 3.4% for the Clean Water Facility, and 35% for the Airport. Overall, the requested increase of 5.2%. Note that school requests are not yet part of these calculations and will be clarified in the coming weeks.

Department Level-Requests: Departments were asked to present level-service budget requests, with allowance for additional programmatic and personnel requests that would be considered by the Selectboard in January. Some departments – such as the Cemetery Commission, Libraries, and Farmers’ Market– have already been the focus of discussions with the board, while others will present as new matters to consider.

Individual department-level budget changes are displayed in a simple table view later in this document, in both dollars and percentages. Note that the wage lines in some departmental budgets may appear disproportionately high. In certain instances this is due to the fact that their FY23 budget was never adjusted for present year COLAs. This is the case for departments that had vacancies in funded positions, which therefore did not require a budget adjustment at the Fall Special Town Meeting.

Personnel Requests: In addition to looking broadly at individual department budgets, the Selectboard will want to place special focus on any personnel related changes that are requested. In FY22, these were the subject of a special meeting to review and consider their necessity, value, or appropriateness to the Town. Some of the changes you may wish to review this January include:

- The Town Clerk is requesting a full-time administrative assistant, will entail additional benefit-related costs
- The Library Trustees are requesting additional staff hours for the Carnegie Library
- The Treasurer is requesting an extra step increase from G9 to G10
- The Moderator is requesting a stipend increase from 370 to 500
- The Board of Registrars are requesting a stipend increase from 525 to 625

- The Airport Commission is requesting several proposals, which are reported to be within the operation's revenue capacity:
 - Re-grade and accelerate step increases for the Airport Manager from D7 to E10
 - Re-grade the Airport Operations Manager from A9 to D1 per the original Airport Commission plan to increase grade when required licensing was attained
 - Increase Airport Operations Manager from 30 hour per week to 40 hours per week, will entail additional benefit-related costs

DEPT NO.	BUDGET FY23	REQUEST FY24	\$ Increase	% Increase
GENERAL GOVERNMENT				
113 TOWN MEETING	2,390	2,980	590	24.69%
122 SELECTBOARD	313,510	329,781	16,271	5.19%
131 FINANCE COMMITTEE	2,000	2,000	-	0.00%
132 RESERVE FUND	50,000	50,000	-	0.00%
135 TOWN ACCOUNTANT	90,884	89,500	(1,384)	-1.52%
141 ASSESSORS	190,623	189,801	(822)	-0.43%
145 TREASURER/COLLECTOR	220,713	232,709	11,996	5.44%
151 TOWN COUNSEL	75,000	80,000	5,000	6.67%
155 INFORMATION TECHNOLOGY	79,000	80,500	1,500	1.90%
159 SHARED COSTS	78,079	85,907	7,828	10.03%
161 TOWN CLERK	195,844	236,961	41,117	20.99%
175 PLANNING	129,007	134,429	5,422	4.20%
176 ZONING BOARD OF APPEALS	700	700	-	0.00%
182 MEDIC	-	5,000	5,000	#DIV/0!
190 PUBLIC BLDG UTILITIES	130,782	155,932	25,150	19.23%
TOTAL GENERAL GOVT	1,558,532	1,676,200	117,668	7.55%
PUBLIC SAFETY				
211 POLICE	1,878,434	1,970,054	91,620	4.88%
211 POLICE CRUISER	54,000	68,100	14,100	26.11%
212 DISPATCH	377,862	394,088	16,226	4.29%
241 BUILDING INSPECTOR	140,666	146,121	5,455	3.88%
244 SEALER OF WEIGHTS	7,182	7,182	-	0.00%
291 EMERGENCY MANAGEMENT	6,265	6,265	-	0.00%
292 ANIMAL CONTROL	21,765	20,820	(945)	-4.34%
294 FOREST WARDEN	1,710	1,710	-	0.00%
299 TREE WARDEN	30,285	30,285	-	0.00%
TOTAL PUBLIC SAFETY	2,518,169	2,644,625	126,456	5.02%
PUBLIC WORKS				
420 DEPT OF PUBLIC WORKS	1,571,829	1,686,165	114,336	7.27%
420 EQUIPMENT LEASE PAYMENT	-	-	-	#DIV/0!
423 SNOW & ICE	281,050	311,250	30,200	10.75%
433 SOLID WASTE	656,338	679,221	22,883	3.49%
480 CHARGING STATIONS	6,000	6,000	-	0.00%
491 CEMETERIES	13,440	30,150	16,710	124.33%
TOTAL PUBLIC WORKS	2,528,657	2,712,786	184,129	7.28%

HUMAN SERVICES				
511 BOARD OF HEALTH	165,193	175,444	10,251	6.21%
541 COUNCIL ON AGING	56,594	58,593	1,999	3.53%
543 VETERANS' SERVICES	76,500	76,500	-	0.00%
TOTAL HUMAN SERVICES	298,287	310,537	12,250	4.11%
CULTURE & RECREATION				
610 LIBRARIES	465,607	504,096	38,489	8.27%
630 PARKS & RECREATION	153,157	160,703	7,546	4.93%
691 HISTORICAL COMMISSION	500	500	-	0.00%
693 WAR MEMORIALS	1,400	1,600	200	14.29%
TOTAL CULTURE/RECREATION	620,664	666,899	46,235	7.45%
DEBT SERVICE				
700 DEBT SERVICE	1,162,190	1,154,319	(7,871)	-0.68%
INTERGOVERNMENTAL				
840 INTERGOVERNMENTAL	110,647	113,639	2,992	2.70%
MISCELLANEOUS				
910 EMPLOYEE BENEFITS	2,391,280	2,454,334	63,054	2.64%
946 GENERAL INSURANCE	119,600	120,600	1,000	0.84%
TOTAL MISCELLANEOUS	2,510,880	2,574,934	64,054	2.55%
TOTAL TOWN BUDGET	11,308,026	11,853,939	545,913	4.83%
Net of Excluded Town Debt	11,308,026	10,785,355	545,913	4.83%

WPCF Budget

DEPT NO.	BUDGET FY22	REQUEST FY23	\$ Increase	% Incr
WATER POLLUTION CONTROL				
440 Wages & Expenses	1,962,430	2,019,693	57,263	2.92%
440 Capital Outlay		58,500	58,500	
700 Debt Service	505,270	483,614	(21,656)	-4.29%
910 Employee Benefits	359,152	355,631	(3,521)	-0.98%
SUBTOTAL WPCF	2,826,852	2,917,438	90,586	3.20%
449 DPW SUBSIDIARY				
Wages & Expenses	42,800	50,800	8,000	18.69%
Capital Outlay	8,000	8,000	-	0.00%
SUBTOTAL DPW SUBSIDIARY	50,800	58,800	8,000	15.75%
TOTAL WPCF	2,877,652	2,976,238	98,586	3.43%

Airport Budget

DEPT NO.	BUDGET FY22	REQUEST FY23	\$ Increase	% Increase
AIRPORT				
482 Wages & Expenses	181,794	284,929	93,135	51.23%
482 Capital Outlay/Local Share			10,000	#DIV/0!
700 Debt Service	101,120	101,535	415	0.41%
910 Employee Benefits	33,101	40,515	7,414	22.40%
TOTAL AIRPORT	316,015	426,979	110,964	35.11%

FY24 Budget Schedule

Task Owners

Selectboard
Wendy
Steve
Carolyn
Education
CIC

rev date 12.15.22

Schedule Targets:

ATM May 6 2023

Notable FinCom Tasks
In addition to Regular Meetings

NOVEMBER 2022

	S	M	T	W	Th	F	S
Nov 1, Prelim AA to GM, budget forms to depts			1	2	3	4	5
Town Dept Preliminary Capital Requests 11/1	6	7	8	9		11	12
Notice of expanded budget requests due 11/15	13	14	15	16	17	18	19
	20	21	22	23		25	26
	27	28	29	30			

CIC check-in

DECEMBER 2022

	S	M	T	W	Th	F	S
GMRSD Capital Requests Due Dec 1					1	2	3
FY23 tax rate classification hearing	4	5	6	7	8	9	10
Budget requests due to Acct 12/12	11	12	13	14	15	16	17
	18	19	20	21		23	24
	25		27	28	29	30	31

JANUARY 2023

	S	M	T	W	Th	F	S
CIC/ATA solidfy capital article slate 1/11	1		3	4	5	6	7
UGGA Numbers Announced 1/20?	8	9	10	11	12	13	14
SB meeting focused on FY23 budget 1/23	15		17	18	19	20	21
*TA brings SB budget recs to FC 1/25	22	23	24	25	26	27	28
Governor's House budget released by now	29	30	31				

FinCom Determines Dept Meeting Schedule

given holiday meeting schedule - expect to move to 1/30

GMRSD Budget joint meeting w Gill (location?)

*SB Budget Recommendations likely to be determined on 1/30

FY24 Budget Schedule

Task Owners

Selectboard
Wendy
Steve
Carolyn
Education
CIC

rev date 12.15.22

Schedule Targets:

ATM May 6 2023

Notable FinCom Tasks
In addition to Regular Meetings

FEBRUARY 2023						
S	M	T	W	Th	F	S
			1	2	3	4
warrant packets mailed for 2/23 STM 2/7	5	6	7	8	9	10
school budget hearings GMRSD 2/8; FCTS 2/9	12	13	14	15	16	17
	19		21	22	23	24
	26	27	28			25

Last Year's Schedule - Current Year TBD

STM articles, start 2/1, cont 2/8 if needed
Hum Serv, Cult&Rec, Public Works
Public Safety, BoH
General Govt
CWF, Airport
AA final # for FY24 to GMRSD by 2/28

MARCH 2023						
S	M	T	W	Th	F	S
			1	2	3	4
Special Town Meeting tentative 3/2	5	6	7	8	9	10
school budget votes GMRSD 3/7; FCTS 3/8	12	13	14	15	16	17
3/16 May ATM articles due	19	20	21	22	23	24
CO Drafts Motions 3/28	26	27	28	29	30	31
SB approve draft warrant/ absolute final date for articles 3/30						

3/8: FC responds to SB
3/15: CIC/FC/SB - capital requests, CIC report
3/22: SB/FC reconciliation
3/29: FC balancing; plan for report

APRIL 2023						
S	M	T	W	Th	F	S
						1
SB executes final warrant (deadline 4/10)	2	3	4	5	6	7
post warrant on 4/13 (deadline 4/20)	9	10	11	12	13	14
Mail and post warrant packet 4/20 (deadline 4/25)	16		18	19	20	21
	23	24	25	26	27	28
	30					29

4/5: FC final votes, reviews background
FC and CIC reports finalized by 4/12

MAY 2023						
S	M	T	W	Th	F	S
	1	2	3	4	5	6

5/3: FC Town Meeting prep
ATM 5/6

**AMENDMENT TO AGREEMENT
BY AND BETWEEN
FIRSTLIGHT MA HYDRO LLC AND
TOWN OF MONTAGUE**

NOW COME FirstLight MA Hydro LLC ("FirstLight") and the Town of Montague ("Town"), parties to an Agreement dated August 9, 2021 ("Agreement"), and amend the Agreement as set forth herein.

WHEREAS, FirstLight is the owner of a pedestrian footbridge, located at Canal Street, in Montague, and connecting property of FirstLight and property of the Town known as the Strathmore Mill Complex;

WHEREAS, the Town is the owner of certain utility lines attached to the Strathmore Footbridge, and, further, the Town has granted permission to third parties to use the Strathmore Footbridge for the purpose of laying utility lines;

WHEREAS, FirstLight seeks to demolish the Strathmore Footbridge; and

WHEREAS, the Town, under the Agreement, has agreed to release FirstLight from obligations to maintain the Strathmore Footbridge, in exchange for certain consideration, as set forth in the Agreement and herein.

NOW, THEREFORE, for good and valuable consideration, FirstLight and the Town agree to amend the Agreement as follows:

1. FirstLight shall have the right to demolish the Strathmore Footbridge, and, within four years from notice from the Town requesting that FirstLight undertake the demolition of the Strathmore Bridge, FirstLight shall have completed such demolition. FirstLight and the Town shall cooperate to preserve the entrance gate on the village side of the Strathmore Footbridge for historical purposes.

2. In lieu of the payment set forth in Section B.7 of the Agreement, FirstLight shall pay to the Town the sum of \$250,000.00 on or prior to December 31, 2022.

3. In lieu of FirstLight's obligations in the Agreement with respect to the New 5th Street Pedestrian Bridge, FirstLight shall grant to the Town an easement for a multi-use trail bridge, which may include a utility trestle, to span the Power Canal, at a location to be determined, between the so-called IP Bridge and the 5th Street bridge (MassDOT Bridge ID M-28-015) (the "New Bridge"), and shall exercise good faith and shall use its best efforts to obtain FERC approval for the New Bridge. FirstLight shall promptly furnish to the Town copies of any orders or requirements imposed by FERC in connection with the rights granted or to be granted by FirstLight for the New Bridge. The Town shall cooperate with FirstLight in providing relevant information to FERC and

shall abide by all FERC orders and requirements that affect the use of the FirstLight property by the Town that are authorized by FERC.

4. To the extent consistent with this Amendment, the terms of the Agreement shall remain in full force and effect.

[Signature Page Follows]

Executed under seal this ____ day of December, 2022.

FIRSTLIGHT MA HYDRO LLC

By: _____
Its _____, Duly Authorized Witness _____

TOWN OF MONTAGUE
By Its Selectboard

Richard Kuklewicz, Chair Witness _____

Christopher Boutwell, Vice Chair

Matthew Lord, Clerk

AGREEMENT

This Agreement is made this 9 day of August, 2021, by and between FirstLight MA Hydro LLC, a Delaware limited liability company, having a principal office at 111 South Bedford Street, Suite 103, Burlington, Massachusetts 01803, hereinafter called “FirstLight”, and the Town of Montague, a Massachusetts municipal corporation, with its offices located at 1 Avenue A, Turners Falls, Massachusetts 01376, hereinafter called the “Town.” FirstLight and the Town are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, FirstLight is the owner of three certain properties abutting 42A, 36, and 20 Canal Road, as follows: (1) in a southwesterly direction from the existing 5th Street Vehicle Bridge, extending parallel to the bridge from one side of the Turners Falls Power Canal (the “Power Canal”) to the other side; (2) over Canal Road, extending northeast from the existing 5th Street Vehicle Bridge between the mill buildings and the Power Canal; and (3) in the location of the existing Strathmore Footbridge, all in the Village of Turners Falls, Town of Montague (collectively the “Property”);

WHEREAS, FirstLight currently operates a hydroelectric facility including the Power Canal at the Property pursuant to a license from the Federal Energy Regulatory Commission (“FERC”) for the Turners Falls Hydroelectric Project (FERC Project No: 1889) (the “Project”);

Canal Road and Canal Street, Turners Falls, Montague, MA

WHEREAS, FirstLight is the owner of a pedestrian footbridge located on the Property known as the Strathmore Footbridge (the “Strathmore Footbridge”), which was constructed circa 1912;

WHEREAS, the Strathmore Footbridge spans from the Property on Canal Street across the Power Canal to the Strathmore Mill Complex in Montague;

WHEREAS, the north support of the Strathmore Footbridge is supported by the exterior wall of the Town’s Strathmore Mill Building #4;

WHEREAS, the Strathmore Footbridge was constructed pursuant to obligations created in certain easements granted by the then owner of the Property to third parties (collectively, the “Easements”);

WHEREAS, the Town is the owner of properties comprising the Strathmore Mill Complex, for which the Strathmore Footbridge provided pedestrian access from Canal Street (collectively, the “Town Lands”);

WHEREAS, the Town is the owner of certain utility lines attached to the Strathmore Footbridge (collectively, the “Utility Lines”), and, further, the Town has granted permission to third parties to use the Strathmore Footbridge for the purpose of laying utility lines;

WHEREAS, the Town seeks to redevelop the Town Lands including the replacement of an existing Town-owned pedestrian bridge at 5th Street in Montague known as the 5th Street Pedestrian Bridge, which carries water and sewer utilities to properties in the Canal District, with a new bridge (the “New 5th Street Pedestrian Bridge”);

WHEREAS, the Town has been awarded a grant from MassWorks Infrastructure Program to construct the New 5th Street Pedestrian Bridge, pursuant to the terms of which the Town must obtain all FERC permits and commence construction on or before January 1, 2022 and complete construction on or before June 30, 2022;

WHEREAS, FirstLight seeks to demolish the Strathmore Footbridge;

WHEREAS, due to the aging condition of the Strathmore Footbridge, FirstLight installed a fence and blocked public access across the Strathmore Footbridge in 2004;

WHEREAS, in exchange for certain accommodations from FirstLight, including, but not limited to, easements from FirstLight to allow the Town to construct, at its expense, the New 5th Street Pedestrian Bridge, and, in the future, a new Strathmore Footbridge (the “Town’s Strathmore Footbridge”) and the Canal Road Utilities (as hereinafter defined), the Town is willing to release FirstLight from obligations in the Easements so that FirstLight may proceed with demolition of the Strathmore Footbridge, without any obligation of FirstLight to replace or rebuild it;

WHEREAS, FirstLight's right to demolish the Strathmore Footbridge is contingent upon the installation of the New 5th Street Pedestrian Bridge; and

WHEREAS, the Parties wish to clearly set forth their respective obligations in this Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

A. OVERVIEW

1. Recitals: The Parties adopt and incorporate each of the foregoing Recitals.
2. Representations, Warranties, and Agreements:
 - a. The Parties represent and warrant that there has not been an assignment or transfer by operation of law or otherwise of any claim or part of any easements or rights to the Strathmore Footbridge that any Party has or may have had, except as expressly set forth herein;
 - b. The Parties represent and warrant that they have retained counsel of their own choosing. Counsel for each Party has reviewed this Agreement on that Party's behalf and negotiated its terms. By executing this Agreement, the Parties certify that they have read all of the terms of this Agreement; that they have discussed the Agreement with their respective attorneys;

that they have had a reasonable opportunity to consider the Agreement's terms; and that they fully understand the Agreement's terms and their effect; and

- c. The Parties represent and warrant that the signatory on behalf of each Party has the legal capacity and authority to execute and deliver this Agreement on behalf of, and to bind, each Party, and to perform the applicable terms of this Agreement, which constitutes the voluntary, legal, valid, and binding obligations of each Party.

B. FIRSTLIGHT'S OBLIGATIONS

At its sole cost, FirstLight shall have the obligations listed below.

1. Approval: Upon full execution of this Agreement, as a condition precedent to its performance hereunder, FirstLight shall promptly seek the approval of its Board of Directors (the "Board"). If such approval is not obtained by February 20, 2021, this Agreement shall automatically terminate and neither Party shall have any further obligations to the other. Upon receipt of such approval, FirstLight shall provide the Town with a copy of the Board resolution certified by the Board Clerk.
2. Application to FERC for New 5th Street Pedestrian Bridge: Within 30 days of full execution of this Agreement, the receipt of engineered plans, and copies of all

state and federal project bridge permit applications from the Town, as applicable, which plans must be reasonably satisfactory to FirstLight, as a condition precedent to its performance hereunder, FirstLight shall begin the FERC permitting process for the grant of rights for the New 5th Street Pedestrian Bridge. If FERC approval is not obtained within 180 days of provision of required documents by Town, this Agreement shall automatically terminate and neither Party shall have any further obligations to the other.

3. Demolition of Strathmore Bridge. Contingent upon installation of the New 5th Street Pedestrian Bridge, FirstLight shall have the right to demolish the Strathmore Bridge, and, within three years from notice from the Town requesting that FirstLight undertake the demolition of the Strathmore Bridge, FirstLight shall have completed such demolition.
4. Application to FERC for Canal Road Utilities: At such time as the Town determines to install the Canal Road Utilities (as hereinafter defined), the Town shall advise FirstLight, provide engineered plans, which plans must be reasonably satisfactory to FirstLight, and further provide utility line permit applications, whereupon FirstLight shall begin the FERC permitting process for authorization of the grant of rights for the Canal Road Utilities. Provided FERC approval is obtained, FirstLight shall grant an easement to the Town to install, maintain, operate, repair and replace utility lines commencing at the New Fifth Street

Pedestrian Bridge up Canal Road to the location of the existing Strathmore Bridge lines (the "Canal Road Utilities").

5. Application to FERC for Town's Strathmore Footbridge: At such time as the Town determines to install the Town's Strathmore Bridge, the Town shall advise FirstLight, provide engineered plans, which plans must be reasonably satisfactory to FirstLight, and further provide bridge permit applications, whereupon FirstLight shall begin the FERC permitting process for authorization of the grant of rights to construct the Town's Strathmore Bridge. Provided FERC approval is obtained, FirstLight shall grant an easement to the Town to install, maintain, operate, repair and replace the Town's Strathmore Bridge, in the approximate location of the existing Strathmore Bridge.
6. FERC Orders/Requirements: The Town acknowledges that FirstLight is subject to the jurisdiction of FERC for all activities concerning the Project, including, but not limited to the use of the Property and safety of the hydroelectric facilities. FirstLight covenants that it will exercise good faith and shall use its best efforts to obtain FERC approval for the New 5th Street Pedestrian Bridge, the demolition of the existing Strathmore Bridge, and, if applicable, the Canal Road Utilities and the Town's Strathmore Bridge. FirstLight shall promptly furnish to the Town copies of any orders or requirements imposed by FERC in connection with the rights granted or to be granted by FirstLight set forth in this Agreement. The Town shall cooperate with FirstLight in providing relevant information to FERC

and shall abide by all FERC orders and requirements that affect the uses of the Property by the Town that are authorized by FERC.

7. Payment to the Town: Within 30 days of receipt of FERC approval for the New 5th Street Pedestrian Bridge, without any conditions that are unsatisfactory to FirstLight, in its sole discretion, FirstLight shall pay to the Town the sum of \$250,000.00 for the purpose of improving utilities in the Turners Falls Canal District. No other sum shall be due the Town from FirstLight or paid by FirstLight for any planned work by the Town in connection with its development activities, including but not limited to, installing utilities from the existing Strathmore Footbridge onto the New 5th Street Pedestrian Bridge and up Canal Road to the location of the Strathmore Footbridge; the New 5th Street Pedestrian Bridge; the Canal Road Utilities or the Town's Strathmore Footbridge.
8. Easements to the Town: Subject to satisfaction of the Town's obligations herein, FirstLight shall grant the Town: (a) subject to FERC approval as set forth in paragraph 2 above, an easement for the New 5th Street Pedestrian Bridge, substantially in the form of Exhibit A, attached hereto and made a part hereof; (b) subject to FERC approval as set forth in paragraph 4 above, an easement for the Canal Road Utilities, substantially in the form of Exhibit B, attached hereto and made a part hereof; and (c) subject to FERC approval as set forth in paragraph 5 above, an easement for the Town's Strathmore Footbridge, substantially in the form of the final easement for the New 5th Street Pedestrian Bridge.

9. Demolition Plan: Prior to demolition of the Strathmore Footbridge by FirstLight, FirstLight shall provide to the Town, a Massachusetts engineer stamped demolition plan in connection with the north support attached to the Town's Strathmore Mill Building #4. Demolition of the Strathmore Footbridge shall not adversely affect the Strathmore Mill Building #4.

C. TOWN'S OBLIGATIONS

At its sole cost, the Town shall have the obligations listed below.

1. Approval from Town Meeting: Upon full execution of this Agreement, as a condition precedent to its performance hereunder, the Town shall provide FirstLight with a copy of the Town Meeting vote authorizing the Montague Selectboard to enter into and perform under this Agreement, along with an opinion of counsel certifying that all approvals, consents, referrals and/or reports from any governing agencies or departments within the Town were properly obtained by the Town, without any appeals therefrom.
2. Continuation of North Support: Until such time as FirstLight demolishes the Strathmore Footbridge, the Town shall continue to allow the north support connection on the exterior wall of Strathmore Mill Building #4. Notwithstanding the foregoing, the Town has no affirmative obligation relative to the structural integrity of the North Support.

3. Capping of Utility Lines: Upon receipt of FERC approval for the New 5th Street Pedestrian Bridge, and the payment from FirstLight to the Town set forth in Section B.7 herein, the Town shall flush and cap the Utility Lines on the Strathmore Footbridge. Lines leading to the bridge shall be capped outside of the FERC project boundary. The Town shall be solely responsible for obtaining permission from any other owner(s)/licensee(s) of the Utility Lines prior to undertaking the capping of the utilities. The Town shall acknowledge receipt of a notice of termination of permission from FirstLight concerning a 4" sludge line, substantially in the form as Exhibit C, attached hereto and made a part hereof.
4. Release: Upon receipt of FERC approval for the New 5th Street Pedestrian Bridge, the Town shall furnish to FirstLight a release from any and all obligations as to the Strathmore Footbridge arising from any easements or agreements, substantially in the form as Exhibit D, attached hereto and made a part hereof.
5. General Release: Upon receipt of FERC approval for the New 5th Street Pedestrian Bridge, the Town shall furnish to FirstLight a general release as to any claims associated with the Strathmore Footbridge and FirstLight's 2004 actions in installing a fence and blocking access across the Strathmore Footbridge, substantially in the form as Exhibit E, attached hereto and made a part hereof.
6. Consent from Turners Falls Hydro, LLC, a subsidiary of Eagle Creek Renewable Energy ("TFHLLC"): The Town shall furnish to FirstLight a consent from

TFHLLC for the demolition of the Strathmore Footbridge that acknowledges that FirstLight shall have no future obligations to construct and maintain a replacement footbridge, pursuant to rights, if any, including, but not limited to, any rights included in the Cross-Easements, Covenants, Restrictions Agreement between International Paper Company and Turners Falls Hydro, LLC, dated June 6, 2001, and recorded in Book 3788, Page 243 of the Franklin County Registry of Deeds.

7. Condition of the Property: The Town acknowledges that FirstLight makes no representations or warranties whatsoever as to the condition of its Property and agrees to accept the condition of the easements (the "Easement Areas") to be granted pursuant to this Agreement "AS-IS" "WHERE-IS" and "WITH ALL FAULTS". All risk of use of the Easement Areas by or through the Town shall be assumed by the Town and the users of the Easement Areas.
8. Permits: The Town shall obtain all required permits for any Town facilities, including, but not limited to, the bridge improvements and utility lines (collectively, the "Town's Facilities"), to be located within the Easement Areas on the Property. The Town shall diligently pursue such permits in a timely manner to support FirstLight's demolition schedule. The Town shall promptly provide copies of such permits to FirstLight.

9. Notice of Town's Work/Plans: The Town shall provide FirstLight with reasonable advance written notice of any proposed construction upon the Easement Areas, which notice shall include detailed work plans describing such construction and schedule, and FirstLight shall have the right to prior review and approval of the proposed work plans and schedule and to impose reasonably necessary conditions related to safety or the protection of FirstLight's facilities (including, without limitation, its existing facilities) and operations prior to commencement of any work, except in the event of an emergency.
10. Construction Completion Report: Promptly upon completion of construction of each of the New 5th Street Pedestrian Bridge, the Canal Road Utilities and the Town's Strathmore Footbridge, the Town shall provide to FirstLight a construction completion report, including photographs.
11. Construction/Operation/Maintenance: The Town shall be solely responsible for the exercise of the rights granted by FirstLight as to the construction, operation and maintenance of the Town's Facilities for the New 5th Street Pedestrian Bridge, the Canal Road Utilities, and the Town's Strathmore Footbridge. If the Town discovers unanticipated cultural resource sites during construction, operation or maintenance of the Town's Facilities, then the Town shall immediately cease work and contact FirstLight and shall follow the procedures set forth in the FirstLight's Historic Properties Management Plan.

12. Title/Control of the Town's Facilities: Legal title to the Town's Facilities shall remain in the Town, as its sole and exclusive property. The Town shall have full and exclusive control and use of each and every part of the Town's Facilities.
13. Inspection: At all times, the Town shall engage qualified professionals to regularly inspect the Town's Facilities to ensure that such facilities located within the Easement Areas comply with all applicable laws, rules, regulations, orders, and requirements of any governmental agency.
14. Conditions/Restoration: In the exercise of its easement rights from FirstLight for the New 5th Street Pedestrian Bridge, the Canal Road Utilities, and the Town's Strathmore Footbridge, the Town shall, at all times, keep the Easement Areas free from accumulation of debris and maintain them in a safe and clean condition and promptly and completely restore any area that may be disturbed by the Town, as closely as possible, to its condition as existed immediately prior to the Town's activities on the Easement Areas.
15. As Built: Upon completion of the installation of each of the New 5th Street Pedestrian Bridge, the Canal Road Utilities, and the Town's Strathmore Footbridge, the Town shall promptly furnish to FirstLight as-built drawings by a Massachusetts-licensed surveyor depicting the location of the Town's Facilities, including, but not limited to, any utility lines, within the applicable easement area on the Property.

16. Non-Impairment with the Project: The Town shall not conduct any activities on the Property in connection with the exercise of any rights granted by FirstLight that will impair FirstLight's operation of the Project or adversely affect compliance with its FERC license and governing law, regulations, orders or codes.

17. Indemnity: The Town shall at all times, to the extent permitted by law, indemnify, defend (by counsel reasonably acceptable to FirstLight), protect, and hold FirstLight, its officers, directors, members, agents, employees, officials, and representatives (collectively, "Indemnified Parties"), harmless from and against any and all claims, damages, costs, and liabilities of any nature or kind, including reasonable attorneys' fees, that may arise out of or be caused by the actions or omissions of the Town, its agents, employees or contractors in connection with its obligations in this Agreement. This indemnity shall not be limited by any insurance coverage provided, or any term or condition of this Agreement, and shall survive the expiration or earlier termination of this Agreement.

Notwithstanding the foregoing, the obligation for the Town to indemnify, defend and hold harmless the Indemnified Parties set forth in this Section shall not apply to any claims, damages, costs, or liabilities caused in whole or in part by an Indemnified Party's negligence or willful misconduct or by third parties that are not under the control or supervision of the Town, its agents, employees or contractors.

18. Environmental Indemnity: The Town shall, to the extent permitted by law, indemnify, defend (by counsel reasonably acceptable to FirstLight), protect, and hold harmless FirstLight, and all the Indemnified Parties from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by any contamination to the Property by Hazardous Substances, as hereinafter defined, released as a proximate result of actions or omissions of the Town. The Town's obligations hereunder shall include without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair or cleanup of the Property, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. This indemnification shall not extend to the discovery of Hazardous Substances at the Property, except any such Hazardous Substances contained on, inside, or a part of the lines affixed to the Strathmore Bridge. Moreover, notwithstanding the foregoing, the obligation of the Town to indemnify, defend and hold harmless the Indemnified Parties set forth in this Section shall not apply to any claims, damages, costs, or liabilities caused in whole or in part by an Indemnified Party's negligence or willful misconduct or by third parties that are not under the control or supervision of the Town, its agents, employees or contractors. The term "Hazardous Substances" means any toxic or hazardous substance, material or waste which is or becomes

regulated by any local government authority, the Commonwealth of Massachusetts or the United States Government (collectively, "Hazardous Materials Laws"). The term "Hazardous Substances" includes, without limitation, any material or substance which is (i) defined as a "hazardous substance" under the laws of the Commonwealth of Massachusetts, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to §311 of the Federal Water Pollution Control Act (33 U.S.C. 1321), (v) defined as "hazardous waste" pursuant to §1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. 6903), (vi) defined as a "hazardous substance" pursuant to §101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601), (vii) defined as a "regulated substance" pursuant to §9001 of Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. 6991), (viii) defined as a "chemical substance" pursuant to §3 of the Toxic Substances Control Act (15 U.S.C. §2602), or (ix) as a "hazardous air pollutant" pursuant to §112 of the Clean Air Act (42 U.S.C. 7412) as have been amended from time to time.

19. Insurance: Commencing on the date that the Town starts work pursuant to the provisions of this Agreement, the Town shall provide FirstLight annually with proof of commercial general liability insurance coverage with limits of at least Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate for bodily injury and property damage during any construction project in the Easements, and two Million Dollars (\$2,000,000) per

occurrence and Five Million Dollars (\$5,000,000) aggregate for bodily injury and property damage during any period when no construction is occurring. The insurance certificate must identify the location of the property and all insurance policies required to be maintained by the Town shall be endorsed to (i) name FirstLight, its directors, officers, employees and affiliates as additional insureds with respect to any and all third party bodily injury and/or property damage; (ii) require that the insurer endeavor to provide at least thirty (30) days written notice to FirstLight prior to any cancellation or material change in any insurance policy; and (iii) during any period in which construction is occurring, provide a waiver of subrogation in favor of FirstLight.

D. GENERAL

1. Good Faith/Cooperation: The Parties agree to act in good faith and to cooperate as necessary in all matters set forth in this Agreement.
2. Confidentiality: Until such time as this Agreement is fully executed, to the extent permitted by Massachusetts law, the Parties agree to keep confidential the terms of this Agreement.
3. Joint Press Release: The Town and FirstLight agree to work together on a joint press release to be issued once this Agreement is fully executed.
4. Notice: Any notice provided under or pursuant to this Agreement shall be in writing. Notices permitted or required under this Agreement shall be deemed

received upon personal delivery, or upon one (1) business day following pick up by overnight courier (provided a receipt for delivery is obtained), or three (3) business days following mailing by certified mail, postage prepaid, return receipt requested to:

FirstLight:

FirstLight MA Hydro LLC

Northfield Mountain

99 Millers Falls Road

Northfield, MA 01360

Attention: Senior Operations Manager, NORTH

With a copy to:

FirstLight MA Hydro LLC

111 South Bedford Street, Suite 103

Burlington, MA 01803

Attention: Legal Department

Town:
Town of Montague
1 Avenue A
Turners Falls, MA 01376
Attention: Selectboard

With a copy to:
Jeffrey T. Blake, Esq.
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110

Any address or name specified above may be changed by a notice given to the addressee by the other party in accordance with this Section. The inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of this notice as of the date of such inability to deliver or rejection or refusal to accept.

5. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.
6. Entire Agreement/Modifications: This Agreement constitutes the entire understanding between the Parties with respect to the matters addressed herein and no oral statements, representations, promises, or understandings not set forth

in this Agreement shall bind the Parties unless reduced to writing and signed by both Parties. This Agreement shall supersede all prior written agreements between the Parties or their predecessors in interest or title. No changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid except by written instrument executed by the Parties.

7. Binding Effect: This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors.
8. Assignment: FirstLight shall have the right to assign this Agreement, without any approval or consent of the Town to any entity which acquires substantially all of its Project assets or the Property. The Town shall have the right to assign this Agreement with prior written consent from FirstLight, which consent shall not be unreasonably withheld, conditioned or delayed, and only after the Town's obligations herein are fully satisfied.
9. Dispute Resolution Process:
 - a. FirstLight and the Town shall attempt in good faith to resolve any dispute arising out of this Agreement. Either Party may give the other Party written notice of any dispute, which notice shall include a summary of that Party's position. Within fifteen (15) days after delivery of the notice, the receiving Party shall respond with a summary of the receiving Party's position. Within thirty (30) days after the initial notice, the Parties shall

meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other in support of the negotiation will be honored, and all negotiations shall be confidential and treated as compromise and settlement negotiations, to the extent permitted by law.

- b. If the dispute has not been resolved by negotiation within thirty (30) days after the disputing Party's notice, or if the Parties failed to meet within thirty (30) days, the Parties shall proceed to mediation under the then current International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.
- c. Should the Parties fail to resolve the claim or dispute to their mutual satisfaction within sixty (60) days after such mediation, or any other mutually agreeable time period, either Party may file an action with a court of competent jurisdiction in the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by its
respective proper and authorized officers this 6th day of October, 2021.

Signed, Sealed and Delivered

in the Presence of:

FIRSTLIGHT MA HYDRO LLC

WITNESSES

Elizabeth A. Barton
Print Name: Elizabeth A. Barton

By: AB Alicia Barton
Its CEO, duly authorized

Nicholas Holkster
Print Name: Nicholas Holkster

WITNESSES

TOWN OF MONTAGUE

Cherene A. Langenbeck
Print Name: Cherene A. Langenbeck

Richard Kulewicz
Richard Kulewicz, Chairman

Michael Nelson
Michael Nelson, Vice Chairman

Tina M. Sulda
Print Name: Tina M. Sulda

Christopher Boutwell
Christopher Boutwell, Clerk

765887/MTGU/0117



Exhibits

- A. Easement from FirstLight for New 5th Street Pedestrian Bridge
- B. Form of Easement from FirstLight for Canal Road Utilities
- C. 4" Sludge Line Termination Letter from FirstLight
- D. Release from the Town
- E. General Release from the Town

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

**Agreement for Participation in
Housing Rehabilitation Revolving Loan Program**

By and Between

the TOWN OF MONTAGUE and

FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY

This Agreement is made as of the 3rd day of December, 2012, by and between the Town of Montague, a municipality in Franklin County, Massachusetts ("Town"), and the Franklin County Regional Housing and Redevelopment Authority ("HRA"), a Massachusetts Public Body Politic and Corporate.

1. PURPOSE

WHEREAS, the Town has received federal Community Development Block Grant (CDBG) funding from the Massachusetts Department of Housing and Community Development (DHCD) for housing rehabilitation loan programs in federal fiscal years 1984, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2002, 2003, 2004, 2006, 2007, 2009, 2010, 2011 and 2012, AND

WHEREAS, HRA is the holder of mortgages for CDBG housing rehabilitation loans made in Montague, and proceeds from said loans are payable to HRA but remain the property of the Town, AND

WHEREAS, the Town elects to contract with HRA for the management of these funds, AND

WHEREAS, the Town acknowledges that the proceeds from CDBG-funded housing rehabilitation loans may be considered "program income," the use of which is restricted by federal regulations and state guidelines, AND

WHEREAS, the Town wishes to make these funds available to lend to other income-eligible households for the same purposes as the original grant, and

WHEREAS, HRA operates a Housing Rehabilitation Revolving Loan Fund (HRRLF) that accepts and disburses the proceeds from CDBG-funded housing rehabilitation loans and other funds for the purpose of making deferred payment loans and grants for health and safety improvements to housing for low- and moderate-income households, and

WHEREAS, the Town wishes to participate in the HRRLF for the benefit of its residents, and

WHEREAS, both the Town and HRA are authorized to enter into this agreement pursuant to the provisions of G.L. c. 40, sec. 4A,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

2. ENGAGEMENT

The Town hereby engages HRA to perform the services in the Scope of Services described below. The HRA accepts this engagement, and agrees to use its best efforts to perform the services pursuant to the terms and conditions hereof.

3. SCOPE OF SERVICES

The Town designates HRA to administer CDBG funds received for housing rehabilitation during the term of this agreement. HRA shall:

- 3.1.** Accept on the Town's behalf all proceeds of housing rehabilitation loans made from Community Development Block Grants received by the Town and the Town's Housing Rehab Revolving Loan Fund account.
- 3.2.** Return to the Town fifty (50) percent of proceeds of loans received more than five (5) years after expiration of the grant agreement between the State and the Town.
- 3.3.** Deposit proceeds from repayment of all loans (except for those proceeds identified in Section 3.2, if checked) in the Housing Rehabilitation Revolving Loan Fund account reserved for the benefit of residents of the Town.
- 3.4.** Make timely payment of two percent (2%) of proceeds deposited in the Town's Housing Rehabilitation Revolving Loan Fund Account to the Massachusetts Department of Housing and Community Development in accordance with state regulations and guidelines.
- 3.5.** Maintain accurate records of Town funds received under this agreement and account for these funds to DHCD as required by state regulations and guidelines.
- 3.6.** Establish guidelines for the use of Town funds received under this agreement, included in Appendix A.
- 3.7.** Establish, maintain and monitor intake, outreach and affirmative marketing policies and procedures to promote availability and use of Housing Rehabilitation Revolving Loan funds to benefit eligible low and moderate income residents of the Town.
- 3.8.** Conduct intake with property owner(s) and verify eligibility.
- 3.9.** If applicable, request lead paint inspection and report from qualified risk assessors. The cost of the lead inspection and report shall be paid by the Town from the HRRLF.
- 3.10.** Conduct inspections and work with eligible property owners to develop scope, specifications and bid package for work to be performed with Housing Rehabilitation Revolving Loan Funds.

- 3.11. Review and approve contractor specifications and price quotes solicited by program participants; ensure contractors are licensed and insured.
- 3.12. Prepare and approve contracts between eligible property owners and contractors.
- 3.13. Close and record loan agreements and mortgages (see Appendix B) between eligible property owners and HRA.
- 3.14. Monitor construction, ensure work is approved by municipal official if required, obtain owner's approval of contractor payment(s), and make payments to contractors.
- 3.15. Service loans and process requests for subordinations and modifications in accordance with established policy (see Appendix C).
- 3.16. Provide annual report to the Town by March 15 of each year, including
 - The balance of Town funds in the HRRLF as of the end of the previous calendar year;
 - An account of Town funds deposited in and withdrawn from the HRRLF during the previous calendar year;
 - The number and a brief description of projects (i.e., type of repairs and cost of project) completed or in process using Town funds from the HRRLF during the previous calendar year;
 - The balance of all housing rehabilitation loan funds outstanding (i.e., not yet repaid) in the Town as of the end of the previous calendar year;
 - The number of Town residents on a waiting list to use funds from HRRLF as of the end of the previous calendar year.

In the event that the balance in the Town's HRRLF exceeds \$50,000, HRA will provide a semi-annual report on activity in the account by or before September 30 of the year.

4. TERM

This Agreement shall be effective from the date that it is signed for a period of twelve (12) months. It shall renew automatically on a year-to-year basis, unless terminated pursuant to Section 7, for a maximum of ten (10) years. Thereafter the Parties agree to re-negotiate the Agreement.

5. COMPENSATION

5.1. Housing Rehabilitation Program Administration

HRA may deduct a fee of up to twenty-four percent (24%) of the value of funds loaned to residents of the Town from the HRRLF at the time that new loans are closed, to cover the

cost of program delivery (18%) and general administration (6%). The fee shall be paid from town funds in the HRRLF account. The cost of recording all required documents at the Registry of Deeds shall be incorporated into the project and paid by the property owner as part of the loan.

5.2. Loan Servicing

HRA may deduct a loan servicing fee of up to two percent (2%) of the proceeds of loans made from CDBG funds or housing rehabilitation revolving loan funds at the time the proceeds are paid to HRA, to cover the cost of accounting, reporting and modifications made during the term of the loans.

5.3. Reprogramming

In the event that the Town elects to request an amendment to re-program funds deposited in the HRRLF account pursuant to Appendix A, HRA may charge a re-programming fee of \$500.00 to process the request.

5.4. Administration of Other CDBG-eligible Activities

In the event that the Town elects to have HRA administer other CDBG-eligible activities using Town funds re-programmed from the HRRLF pursuant to Appendix A, the Town and HRA shall negotiate a fee in writing.

6. GENERAL PROVISIONS

HRA shall comply with all applicable federal and state statutes, regulations and administrative guidelines pertaining to Community Development Block Grants and the use of federal funds.

6.1. Assignment

Provision of services outlined in this Agreement may not be assigned by HRA, in whole or in part, without prior written authorization from the Town.

6.2. Accounting

HRA shall establish, maintain and monitor a financial management system with detailed records of all program operations and finances in accordance with Generally Accepted Accounting Principles and rules and regulations established by The U.S. Department of Housing and Urban Development (HUD) and DHCD.

Upon termination of this Agreement in accordance with Section 7, all Town funds in the HRRLF shall be returned to the Town within sixty (60) days, with the exception of expenses incurred in accordance with this agreement prior to the effective date of termination.

6.3. Audit

HRA shall contract with a qualified professional Certified Public Accountant to conduct an annual independent financial audit of its operations, programs and services and shall provide a copy of the audit report to the Town within 30 days of the time that said report is accepted by the HRA Board of Commissioners.

HRA shall cooperate fully with any audit by the Town, DHCD, State Auditor's office, or HUD of funds administered under this Agreement.

6.4. Records

HRA shall maintain in accordance with 24 CFR Subtitle A - Part 85, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, accounting records, and purchase orders, that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Housing and Community Development Act of 1974, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. HRA shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

HRA shall make all books, accounts, records, reports, files, and other documents that relate to its activities under this Agreement available at all reasonable times for inspection, review, and audit by the authorized representatives of the Town, DHCD, HUD, the Inspector General of the United States and of the Commonwealth, the Auditor of the Commonwealth, and the U.S. General Accounting office. The Commonwealth reserves the right of the Governor or his/her designee, the Secretary of Administration and Finance, and the State Auditor and his/her designee, at reasonable times and upon reasonable notice, to examine the books, records, and other data of HRA that pertains to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

6.5. Confidentiality

HRA shall respect the privacy and confidentiality of information provided by program participants consistent with applicable federal and state regulations, including M.G.L., C. 66, Section 10, regarding access to public records.

6.6. Procurement

All procurement of goods and services using Town funds shall be conducted in accordance with federal and state law. HRA shall adhere to the requirements set forth in 24 CFR Subtitle A-Part 85.36 and Mass. CDBG regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of state laws and regulations relative thereto, including but not limited to: Massachusetts General Laws Chapter 7, section 30B et seq.; Chapter 30, section 39M; Chapter 149, sections 44A through 44L; and Chapter 484 of the Acts of 1984. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. HRA shall maintain records sufficient to detail the process for procurement.

6.7. Non-discrimination

HRA shall comply with all federal and state laws and regulations designed to prevent housing discrimination in provision of services outlined in this Agreement, including but not limited to requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88 352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90 284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act Of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 74); the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 35, or as amended; 29 USC 3791 et. Seq.; Executive Orders 227, 237, 246; Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive orders 116, 113 and 227; and Mass. CDBG regulations, procedures or guidelines. HRA shall not discriminate against shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, marital or familial status, age, ancestry, mental or physical disability or handicap, receipt of public assistance or housing subsidy, or status as a veteran or member of the Armed Forces, or any other protected class. HRA shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their of race, color, national origin, sex, sexual orientation, gender identity, religion, marital or familial status, age, ancestry, mental or physical disability or handicap, receipt of public assistance or housing subsidy, or status as a veteran or member of the Armed Forces. Such action shall include, but not be limited to, the following; employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. HRA shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. HRA shall state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, sex, sexual orientation, gender identity, religion, marital or familial status, age (provided that households must include an adult to be eligible for services), ancestry, mental or physical disability or handicap, receipt of public assistance or housing subsidy, or status as a veteran or member of the Armed Forces, or any other protected class.

6.8. Conflict of Interest

HRA shall comply with Massachusetts and federal laws and regulations on conflict of interest in provision of services under this Agreement including Massachusetts Conflict of Interest Statute M.G.L., C.268A, and the Federal Conflict of Provisions at 24 CFR 570.489 and the Federal Hatch Act, 5 U.S.C. ss 1501 et seq.

6.9. Fair Housing

In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, HRA shall adhere to the provisions of Massachusetts Executive Orders 215 and 227.

6.10. Employment Opportunities

Where applicable, HRA will comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

6.11. Labor Standards

Where applicable, HRA will adhere to the provisions of section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property or rehabilitation of residential property designed for residential use of eight or more families, HRA will adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti Kickback Act.

6.12. Compliance with federal, state and local law and regulations

All activities authorized by this Agreement shall be subject to and performed in accordance with all applicable provisions of federal, state and local law and regulations, as well as Massachusetts guidelines, policies and procedures pertaining to administration of Community Development Block Grants and all its attachments, including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18, Relocation Assistance), and all applicable federal regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time; 24 CFR 570.200(j) Religious Organizations; OMB Circular A-133 Audits of State, Local, and Non-profit organizations; OMB Circular A-87 Cost Principals for State and Local Government; 24 CFR Part 85 Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments (including where relevant Subpart B and C-85.20 through 85.22; 85.25; 85.30 through 85.37), all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.

6.13. Licenses

HRA will procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services as required by federal, state, or local laws or regulations, and will comply with the provisions of 24 CFR Subpart A, Part 85.36, if applicable, with respect to any bonding or other insurance requirements.

6.14. Copyright

No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.

6.15. Indemnification

HRA shall indemnify, defend, and hold the Town harmless from and against any and all claims, demand, liabilities, actions, causes of action, cost and expenses caused by or arising out of the HRA's breach of this agreement, or the negligence or misconduct of the HRA, or the HRA's agents or employees.

6.16. Certifications

Required certifications of tax compliance and non-collusion are included in Appendix D.

6.17. Amendment

This Agreement may be amended in writing by the signatories hereto.

6.18. Severability

If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall nevertheless be in full force and effect, effect so long as the Agreement continues to reflect the agreement of the Parties.

7. TERMINATION

This Agreement may be terminated by either party upon one hundred twenty (120) days written notice to the other party. In addition, either party may terminate this Agreement under the following circumstances:

- Disapproval by either HUD or DHCD of the terms and conditions of this Agreement as it may be amended;
- Failure by either party to materially meet its obligations under this Agreement, provided that the aggrieved party shall provide the other party with a written notice of material breach and an opportunity to correct said breach. The notice of breach shall allow the offending party sixty (60) days to correct the breach.

In the event of termination, the Town shall be responsible for payment of all expenses incurred or obligated in accordance with this Agreement prior to the effective date of termination.

Upon the effective date of termination, all finished and unfinished procurement, if any, and all reporting requirements shall become the responsibility of the Town.

Within sixty (60) days of termination, HRA shall provide the Town with final financial statements and program records.

8. APPLICABLE LAW

This Agreement, and the application or interpretation hereof, shall be governed by the laws of the Commonwealth of Massachusetts.

9. NOTICE

Notice under this Agreement shall be delivered in writing to:

For the Town:

Board of Selectmen

Town of Montague

One Avenue A

Turners Falls, MA 01376

For HRA:

Executive Director

Franklin County Regional Housing & Redevelopment Authority

42 Canal Road

Turners Falls, MA 01376

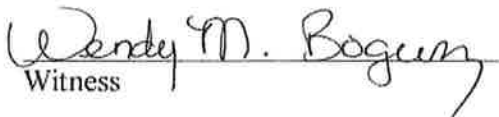
10. SIGNATURES

IN WITNESS THEREOF, the TOWN and HRA have executed this AGREEMENT under seal as of the date above written.




Witness

**FRANKLIN COUNTY REGIONAL
HOUSING AND REDEVELOPMENT
AUTHORITY**


Its Executive Director
Witness

TOWN OF MONTAGUE


Its Chair, Board of Selectmen

**APPENDIX A:
USE OF HOUSING REHABILITATION REVOLVING LOAN FUNDS**

1. Housing Rehabilitation Loans

- The per-project maximum award of HRRLF shall be the same as DHCD limits for CDBG housing rehabilitation loans. HRA may consider awards that exceed the limits as long as waivers are obtained from DHCD.

Loans from the Housing Rehabilitation Revolving Loan Fund shall be structured as declining balance deferred payment loans, with 50 percent of the principal forgiven over a 15-year period, and the remainder due and payable when the property is sold or transferred.

(This provision applies only when the Town does not have a current CDBG grant for Housing Rehabilitation. When the Town has a current grant, loans from the Housing Rehabilitation Revolving Loan Fund shall be structured in the same way as outlined in the current grant)

- HRA may consider requests for loan forgiveness in cases of extreme hardship (see Appendix C).

2. Other CDBG-eligible Activities

If the Town wishes to request use of funds in the Housing Rehab Revolving Loan Fund account for another eligible purpose other than housing rehabilitation, HRA will, if required, submit a request to DHCD for re-programming of the funds for the Town's requested use, in accordance with the Town's Program Income Plan (see Appendix D).

If the request to DHCD is approved, the Town may elect to administer the activity itself, or contract with HRA for administration. If the Town elects to administer the activity itself, it shall be solely responsible for compliance with all federal and state laws, regulations and guidelines applicable to CDBG program income.

If the Town elects to have HRA administer another CDBG-eligible activity using funds re-programmed from the HRRLF, the parties shall negotiate a fee for this service, and HRA shall remain responsible for compliance with all federal and state laws, regulations and guidelines applicable to CDBG program income.

**APPENDIX B:
MORTGAGE AND PROMISSORY NOTE**

B.1 Sample Mortgage, 100% Deferred Payment Loan

AFFECTED PREMISES:

MORTGAGE

I/WE, _____ of _____
County, Massachusetts, hereinafter called the Mortgagor(s), for consideration paid, grant to the
FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY, a body
politic established under Chapter 956 of the Acts of 1953 and having its principal place of
business at 42 Canal Road, Turners Falls, Franklin County, Massachusetts, hereinafter called the
Mortgagee, with mortgage covenants, to secure the payment of

_____ dollars (\$_____)

without interest until title to hereafter described real estate becomes vested in a person other than
the Mortgagor(s), voluntarily, or involuntarily, or by operation of law or on demand if the
Mortgagor violates any of the terms of the rehabilitation documents or the work is not being
done timely or in accordance with the rehabilitation documents as determined by the Mortgagee
in its sole discretion at which time interest shall become payable at the rate of ten percent (10%)
per annum all as provided in a note of even date, and also to secure the performance of all
agreements and conditions herein contained.

The land with the buildings thereon situated at _____ in _____
County, Massachusetts, bounded and described as follows:

PLEASE SEE "EXHIBIT A" ATTACHED

PRIOR MORTGAGES LISTED

If any default shall occur in any prior mortgage or any postponement of payment or extension of
said prior mortgage on the mortgaged premises and same shall continue for a period of thirty
days, or if entry shall be made or foreclosure proceedings commenced under such prior mortgage
or if the Mortgagor should sell, transfer or enter into an agreement to sell the mortgaged
premises, or title should otherwise become vested, voluntarily, involuntarily or by operation of
law, in any person other than the Mortgagor, or on demand if the Mortgagor violates any of the
terms of the rehabilitation documents or the work is not being done timely or in accordance with
the rehabilitation documents as determined by the Mortgagee, in its sole discretion, then the

entire debt secured hereby shall become immediately due and payable at the option of the holder hereof.

This mortgage is upon the STATUTORY CONDITION, and upon the further condition that all covenants and agreements of the Mortgagor contained herein and in the Note shall be kept and fully performed, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE.

WITNESS our hands and seals this _____ day of _____, _____.

In the presence of:

Homeowner(s)

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification which was _____, to be the persons(s) whose name(s) is/are signed above in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

, Notary Public

My Commission Expires:

B.2 Sample Promissory Note, 100% Deferred Payment Loan

PROMISSORY NOTE

Amount: \$ _____
Turners Falls, MA

Date: _____

FOR VALUE RECEIVED, I (WE), jointly and severally, promise to pay to

FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY
(AUTHORITY) or order, the sum of

_____ (\$ _____)

without interest (except as hereafter provided) when title to the real estate covered by the mortgage given as security for this note has become vested, legally or equitably, in any person other than the maker, whether voluntarily, involuntarily or by operation of law. The maker(s) agree to notify the holder of this note upon such transfer of title. Interest shall become payable at the rate of 10% per annum from the time of such transfer of title.

The purpose of this note is to fund the rehabilitation of the property described in the mortgage securing this note and the funds will be advanced in installments as rehabilitation progresses. In the event that the maker(s) violate any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Authority in its sole discretion, it shall have the right to withhold further advances and may also demand payment of all funds previously advanced hereunder.

The maker(s) and each of them severally waive demand, notice and protest.

The maker(s) agree that the holder of this note shall have the right, without notice, to deal in any way at any time with any such party or to grant to any such party any extensions of time for payment of any said indebtedness or any other indulgences or forbearances whatsoever without in any way affecting the personal liability of any party hereunder.

The maker(s) shall have the right to prepay this note in full at any time but shall have no right to make partial payments.

This note is secured by a mortgage of real estate located at _____

In the presence of:

Homeowner (s)

B.3 Sample Mortgage, 50% Deferred Payment/50% Declining Balance Loan

AFFECTED PREMISES:

MORTGAGE

I/WE, _____ of _____
County, Massachusetts, hereinafter called the Mortgagor(s), for consideration paid, grant to the
FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY, a body
politic established under Chapter 956 of the Acts of 1953 and having its principal place of
business at 42 Canal Road, Turners Falls, Franklin County, Massachusetts, hereinafter called the
Mortgagee, with mortgage covenants, to secure the payment of
_____ dollars (\$_____), without interest (except as hereafter
provided) as follows:

The principal amount of \$_____ shall be divided in to two equal amounts
("one half of the principal"), then:

- A. One-half of the principal shall be reduced on a pro rata basis beginning on the first year anniversary date of this note and then upon each year anniversary date thereafter ("reduction date"), until 15 years from the date of this note (1/15 of one half of the principal reduced per year) when said one-half principal amount, or any remaining portion thereof, shall no longer be due and payable ("forgiveness period"); however if title to the real estate becomes vested, legally or equitably, in any person other than the maker, whether voluntarily, involuntarily or by operation of law prior to the end of said 15 year forgiveness period, or on demand if the Mortgagor violates any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Mortgagee in its sole discretion. Then the amount of principal due and owing shall be the sum total of each annual pro rata share reduced on any reduction date plus one-half of the principal as stated in Section B; and
- B. One-half of the principal shall be paid at any time if title to the real estate becomes vested, legally or equitably, in any person other than the maker, whether voluntarily, involuntarily or by operation of law or on demand if the Mortgagor violates any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Mortgagee in its sole discretion.

The maker(s) agree to notify the holder of this note upon such transfer of title. Interest shall become payable on the principal amount due at the rate of 10% per annum from the time of such transfer of title or on demand if the Mortgagor violates any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Mortgagee in its sole discretion.

The land with the buildings thereon situated in _____, _____ County, Massachusetts, bounded and described as follows:

PLEASE SEE "EXHIBIT A" ATTACHED

PRIOR MORTGAGES

If any default shall occur in any prior mortgage or any postponement of payment or extension of said prior mortgage on the mortgaged premises and same shall continue for a period of thirty days, or if entry shall be made or foreclosure proceedings commenced under such prior mortgage or if the Mortgagor should sell, transfer or enter into an agreement to sell the mortgaged premises, or title should otherwise become vested, voluntarily, involuntarily or by operation of law, in any person other than the Mortgagor, or on demand if the Mortgagor violates any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Mortgagee, in its sole discretion, then the entire debt secured hereby shall become immediately due and payable at the option of the holder hereof.

This mortgage is upon the STATUTORY CONDITION, and upon the further condition that all covenants and agreements of the Mortgagor contained herein and in the Note shall be kept and fully performed, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE.

WITNESS our hands and seals this _____ day of _____, _____.

In the presence of:

Homeowner(s)

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification which was _____, to be the persons(s) whose name(s) is/are signed above in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

_____, Notary Public
My Commission Expires:

B.4 Sample Mortgage, 50% Deferred Payment/50% Declining Balance Loan

PROMISSORY NOTE

Amount: _____
Turners Falls, MA

Date: _____

FOR VALUE RECEIVED, I (WE) ("Maker"), jointly and severally, promise to pay to

FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY ("AUTHORITY") or order, the sum of _____, without interest (except as hereafter provided) as follows:

The principal amount of \$ _____ shall be divided in to two equal amounts ("one half of the principal"), then:

- A. one-half of the principal shall be reduced on a pro rata basis beginning on the first year anniversary date of this note and then upon each year anniversary date thereafter ("reduction date"), until 15 years from the date of this note (1/15 of one half of the principal reduced per year) when said one-half principal amount, or any remaining portion thereof, shall no longer be due and payable ("forgiveness period"); however if title to the real estate becomes vested, legally or equitably, in any person other than the maker, whether voluntarily, involuntarily or by operation of law prior to the end of said 15 year forgiveness period or if the Maker violates any of the terms of the rehabilitation documents or on demand if the work is not being done timely or in accordance with the rehabilitation documents as determined by the Authority in its sole discretion, then the amount of principal due and owing shall be the sum total of each annual pro rata share reduced on any reduction date plus one-half of the principal as stated in Section B; and
- B. one-half of the principal shall be paid at any time if title to the real estate becomes vested, legally or equitably, in any person other than the maker, whether voluntarily, involuntarily or by operation of law or on demand if the Maker violates any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Authority in its sole discretion.

The maker(s) agree to notify the holder of this note upon such transfer of title. Interest shall become payable on the principal amount due at the rate of 10% per annum from the time of such transfer of title or on demand if the Maker violates any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Authority in its sole discretion.

The purpose of this note is to fund the rehabilitation of the property described in the mortgage securing this note and the funds will be advanced in installments as rehabilitation progresses. In the event that the maker(s) violate any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Authority in its sole discretion, it shall have the right to withhold further advances and may also demand payment of all funds previously advanced hereunder.

The maker(s) and each of them severally waive demand, notice and protest.

The maker(s) agree that the holder of this note shall have the right, without notice, to deal in any way at any time with any such party or to grant to any such party any extensions of time for payment of any said indebtedness or any other indulgences or forbearances whatsoever without in any way affecting the personal liability of any party hereunder.

The maker(s) shall have the right to prepay this note in full at any time but shall have no right to make partial payments.

This note is secured by a mortgage of real estate located at _____

In the presence of:

Homeowner(s)

APPENDIX C: SUBORDINATION, TRANSFER, RELEASE AND FORGIVENESS POLICY

The Franklin County Regional Housing and Redevelopment Authority (HRA) administers a Housing Rehabilitation Loan Program for municipalities in Franklin County and the Town of Amherst. Housing rehabilitation loans are structured as long-term, zero-interest deferred payment or deferred payment/declining balance loans to allow residents with low or moderate income, who would otherwise be unable to obtain financing, to make important health and safety improvements to their homes. Repayment is due at the time of sale or transfer of the property. This structure promotes financial responsibility among borrowers and allows for recycling of loan funds to benefit additional households with low to moderate income.

Subordination

HRA will grant requests to subordinate housing rehabilitation loans as long as the value of existing and proposed loans does not exceed 90 percent of current property value. If a bank appraisal is required for a new loan, the appraisal will be used to determine the market value. In most other instances, the current assessor's valuation will be used; however, HRA reserves the right to require an appraisal if it has reason to believe that the assessor's value does not reflect market value. All recorded debt will be subtracted from the appraised or assessed value to determine owner's equity.

Exceptions: HRA will consider exceptions to the 90 percent loan-to-value ratio in the following instances:

1. The loan recipient is refinancing mortgage debt to obtain a lower interest rate, modify the term of the mortgage, reduce the principal balance of the mortgage and/or lower overall mortgage cost. Cash back at closing may not exceed \$1,000.
2. The loan recipient is borrowing additional funds due to economic hardship. In this instance, HRA will consider the purpose of the request, the terms of existing and proposed loans, the borrower's ability to repay existing and proposed loans, and any previous requests for subordination. If the request is granted, HRA may require the borrower to document the use of additional funds borrowed. It is the policy of HRA to deny exceptions to the loan-to-value policy in the instance of financial hardship that appears to have been created by the borrower due to voluntary poor financial choices.

Housing rehabilitation loan recipients requesting a subordination shall submit their request on forms provided by HRA, with all supporting documents. HRA reserves the right to request additional information.

The Director of Community Development of HRA will review completed requests for subordination and provide the applicant with a response in writing within 10 business days if the loan to value does not exceed 90 percent, and 30 days for a request under the exception provision. If necessary, HRA will make every reasonable effort to work with a third party on the applicant's behalf to obtain missing information to complete an application. If, after 30 days, the third party is unable or unwilling to provide the requested information, a denial will be issued and the

subordination review will be closed. If the information becomes available after denial is issued, the request must be re-submitted and a non-refundable administrative review fee of \$50.00 must be paid.

If an application is denied for reasons other than lack of information, the applicant may appeal the Director of Community Development's decision to the Loan Subordination and Forgiveness Committee, as described below. The decision of the committee is final.

The property owner is responsible for working with the lender and an attorney to prepare subordination documents, paying any fees to record the documents, and ensuring that a copy of the recorded subordination agreement is returned to HRA.

Transfer

Housing rehabilitation loan borrowers may request that their HRA mortgage be transferred to facilitate sale to a family member. HRA will consider requests to transfer housing rehabilitation loans as long as the party acquiring the property meets current income eligibility thresholds for a new loan.

If the property has more than one unit and the new owner will be using the premises as his/her primary residence, s/he will be required to execute an agreement to rent the other unit(s) to households earning no more than 80 percent of area median income for a 15-year period, and rent may not exceed current HUD fair market rent for Franklin County. In this instance, the mortgage will be modified to add a requirement that the owner pay 15 percent of the principal in the event of non-compliance with the rental agreement.

If the new owner will not be using the property as a primary residence, s/he will be required to execute and record an affordable housing deed restriction, limiting rental to households earning no more than 80 percent of area median income for a 15-year period, and rent may not exceed current HUD fair market rent for Franklin County.

The property owner is responsible for working with an attorney to prepare transfer documents, paying any fees to record the documents, and ensuring that a copy of the recorded deed is returned to HRA.

Release

HRA will consider requests for partial release of property secured by housing rehabilitation loans as long as sufficient equity remains in the property remaining after the release to ensure a 90 percent loan to value ratio for all HRA debt secured by the remaining property.

HRA will consider exceptions to the 90 percent loan-to-value ratio in the event of requests for releases due to economic hardship. In this instance, HRA will consider the reason for the request, the proposed use of proceeds from sale or transfer of property released from the lien, if any, and the borrower's ability to repay the housing rehabilitation loan before and after the partial release. If the request is granted, HRA will require the borrower to document the use of proceeds from the sale of property released from the lien, if any.

Under all circumstances, requests for partial release must be accompanied by a legal description and survey of the portion of the property proposed for the release, a current appraisal of the market value of the property before and after the proposed release, a current listing of all debt secured by the property, and an opinion from the building inspector or an attorney that the remaining property will not be adversely impacted under current zoning and land use laws as a result of the partial release request.

The Director of Community Development of HRA will review completed requests for partial release and provide the applicant with a response in writing within 30 days. If necessary, HRA will make every reasonable effort to work with a third party on the applicant's behalf to obtain missing information to complete an application. If, after 30 days, the third party is unable or unwilling to provide the requested information, a denial will be issued and the request for release will be denied. If the information becomes available after denial is issued, the request must be re-submitted and a non-refundable administrative review fee of \$50.00 must be paid.

If an application is denied for reasons other than lack of information, the applicant may appeal the Director of Community Development's decision to the Loan Subordination and Forgiveness Committee, as described below. The decision of the committee is final.

The property owner is responsible for working with an appraiser, attorney and the Town to prepare information and documents, paying any fees required for permits, the release and for recording of documents, and ensuring that a copy of the recorded deed is returned to HRA.

Forgiveness

If the Town's agreement with HRA authorizes loan forgiveness, property owners may request partial or full forgiveness or discharge of housing rehabilitation loans in cases of hardship or emergency beyond the control of the borrower, such as serious illness or job loss, when the property must be refinanced or sold and there is insufficient equity to cover existing liens.

Borrowers requesting loan forgiveness shall submit their request on a form provided by HRA, with all supporting documents. HRA reserves the right to request additional information.

Loan forgiveness requests shall be considered by a Loan Subordination and Forgiveness Committee composed of the HRA Executive Director or Assistant Executive Director, Director of Community Development, Director of the Housing Consumer Education Center, and two representatives appointed by the HRA Board of Commissioners. With the exception of the Director of Community Development, members of the committee shall consider applications on an anonymous basis. The committee shall consider the following factors in making its decision:

- The reason for the request
- The borrower's ability to repay the loan, as indicated by income, assets (including the value of the property subject to the loan) and total debt
- The amount of the loan outstanding and the amount the borrower is requesting be forgiven
- The amount of time that has elapsed since the loan was recorded.

HRA's policy is to deny requests for loan forgiveness due to financial hardship that appears to have been created by the borrower due to voluntary poor financial choices.

The decision of the loan forgiveness committee is final. Once denied, applications for loan forgiveness may not be re-submitted unless the circumstances of the borrower have changed substantially.

The property owner is responsible for working with an attorney to prepare documents, paying any fees to record the documents, and ensuring that copies of recorded documents are returned to HRA.

APPENDIX D: PROGRAM INCOME PLAN

The following Program Income Plan sets priorities and establishes guidelines for the use and administration of funds that have been and will be recaptured from activities conducted with Community Development Block Grants (CDBG) awarded to the Town of Montague (Town). Recaptured funds originate from the following sources:

1. **Owner-occupied housing rehabilitation loans (single family):** Funds are returned to the Town upon sale or transfer of properties that have been rehabilitated with loans from CDBG or the Housing Rehabilitation Revolving Loan Fund administered for the Town by the Franklin County Regional Housing and Redevelopment Authority (HRA). Repayment of funds is according to the terms of the mortgage placed on the subject property to secure the housing rehabilitation loan, which is either of the following financial mechanisms, depending upon what CDBG program year the loan was made: (a) a zero percent deferred payment loan paid in full, or (b) a zero percent deferred payment/declining balance loan, whereby 50 percent of the loan is paid in full upon sale or transfer of the subject property, and 50 percent of the loan is forgiven over a fifteen (15) year term (i.e., 50 percent of the loan is reduced by 1/15th for each year the loan mortgage is on record with the property).
2. **Owner-occupied multi-family and investor-owned affordable rental housing rehabilitation loans:** Recapture of funds is by the same mechanisms listed in (1). However, these loans also require time-limited affordable rental agreements. If the owner of the property is not in compliance with the affordable rental agreement during the term of the agreement, a 15 percent penalty will be assessed on the principal mortgage balance owed at the time of sale or transfer.
3. **Façade & signage:** Recapture of funds will be according to the mortgage terms recorded against commercial properties that have received CDBG façade & signage loans. Mortgage terms state that a loan is forgiven after a specified term (either 10 or 15 years), provided the property stays under the ownership of the original borrower. If the property is sold or transferred prior to the expiration of the 15-year term, the entire loan amount is to be repaid in full with no interest accrued.

Program Income Priorities

The Town has prioritized the following CDBG-eligible activities for use of its Program Income:

1. **Housing Rehabilitation Revolving Loan Fund:** Program income funds will be deposited in a revolving loan fund administered by the Franklin County Regional Housing and Redevelopment Authority for the Town in accordance with an agreement between the Town and HRA. Funds will be loaned to income-eligible property owners for rehabilitation of owner-occupied single-family and multifamily properties in accordance with federal and state regulations.

2. Infrastructure and public facilities projects: Program income funds may be used solely or in conjunction with other funding sources to complete CDBG-eligible infrastructure projects in accordance with federal and state regulations.
3. Other CDBG-eligible activities: Program income funds may be used for any other CDBG-eligible activity, including but not limited to social service programs for income-eligible recipients, to be determined by the Town in consultation with the Massachusetts Department of Housing and Community Development.

Use of Program Income funds that have been deposited in the Housing Rehabilitation Revolving Loan Program for priorities #2 and #3 will require a program amendment in accordance with the Massachusetts CDBG Program Manual.

**APPENDIX E:
CERTIFICATIONS**

Certificate of Tax Compliance


Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A, the signatory
for

FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY
(Print/type name of contractor)

Certifies under the pains and penalties of perjury that said contractor has complied with all
laws of the Commonwealth of Massachusetts relating to taxes.

Contractor:

By:


Robin Sherman

(Signature of authorized representative)

Executive Director
(Title)

July 8, 2011
(Date)

CERTIFICATIONS

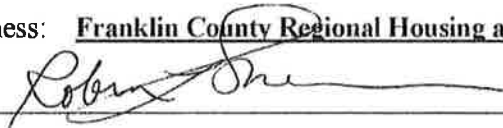
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been
made and submitted in good faith and without collusion or fraud with any other person.
As used in this certification, the word "person" shall mean natural person, business,
Town, corporation, union, committee, club, or other organization, entity, or group of
individuals.

Printed name, Title: **Robin Sherman, Executive Director**

Name of Business: **Franklin County Regional Housing and Redevelopment Authority**

Signature



WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Tuesday, December 13, 2022 10:16 AM
To: WendyB-Montague Selectboard
Subject: FW: Award Notification FY23 Municipal ADA Improvement Grant
Attachments: FY23 MOD ADA Project Grant Submission.docx

Hi Wendy

For the 12/13 TA Business Section, please include:

- Authorization to execute a grant agreement with the MA Office on Disability for \$20,580 to improve access to the Montague Retirement Board Office in Montague Town Hall.

You may include the notice below and attached grant application narrative in the meeting packet.

Steve

Steven Ellis
Montague Town Administrator
1 Avenue A
Turners Falls MA 01376

413.530.6496

From: George, Evan (OHA) <evan.george@state.ma.us>
Sent: Monday, December 12, 2022 4:01 PM
To: StevenE - Montague Town Administrator <StevenE@montague-ma.gov>
Subject: Award Notification FY23 Municipal ADA Improvement Grant

FROM: Mary Mahon McCauley, Executive Director

TO: Steven Ellis, Applicant

RE: Town of Montague FY2023 Municipal ADA Improvement Grant

The Massachusetts Office on Disability's Grant Application Review Committee has reviewed your Project Grant application for the FY23 Municipal ADA Improvement Grant Program and has provisionally approved a maximum grant of \$20580.

In order to receive the maximum grant amount listed above:

- The work must be completed after the contract execution date, but before June 30, 2023.
- The date that all forms are properly completed, signed, and returned to MOD by the municipality will be considered the contract execution date.

- MOD must receive and approve detailed, itemized invoices showing incurred expenses (between said dates); also, the invoices must represent approved expenditures as authorized in the attached *Grant Agreement document, Section 1: Project Scope*.
- A complete set of invoices should be sent to Evan George, Grant Compliance Coordinator, ASAP and **no later than July 7, 2023**. Please submit all invoices together, along with a cover letter and before, during, and after photos of the project.
- **Any invoices dated prior to the contract execution date or later than June 30, 2023, are not eligible for grant funding; further, grant funds will not be released unless/until MOD receives and approves invoices for funding. Invoices received after July 7, 2023 may be rejected.**
- If you anticipate this being an issue, please let us know so other applications can be considered.

Now, we ask the following:

- Your Town Administrator/Mayor will receive an AdobeSign document from Michael Dumont with the contract, agreement, and other required documents for you to sign. **If someone other than your Town Administrator/Mayor will be signing the document**, please email Evan George ASAP, but no later than 5 days after receipt of this email, with the signatory's name, title and email address.
- **You are not eligible to begin work until we receive the signed contract, agreement, and other required documents.** Please double check all forms to ensure that they are accurate.
- **Applications with incomplete forms, or a response of "Not Applicable" for any values will not be considered complete.** It is the full responsibility of your municipality to complete the forms completely and accurately.

If you have questions about the procurement process, please refer to your municipality's procurement personnel: they are best set up to handle questions of this nature (not MOD). However, if you have grant questions related to these contracts or if you have other miscellaneous grant related questions, such as applicable architectural regulations, design questions or general disability related questions, please contact the **Grant Compliance Coordinator, Evan George** at Evan.George@Mass.Gov.

Thank you and congratulations!

Mary Mahon McCauley

Executive Director

Massachusetts Office on Disability

One Ashburton Place, Room 1305 Boston, MA 02108

Email: MaryMahon.McCauley@mass.gov

Website: www.mass.gov/mod

2021 ADA Project Grant Submission

10.06.20

Amount Requested: \$20,580

Grant Scope:

This grant is intended to improve ADA access to the new location of the Montague Retirement Board, whose office is being relocated from the first floor to the parking lot ground level in order to enhance its accessibility to patrons of the office, the vast majority of whom are individuals who are in retirement or considering application for retirement based on advancing age or disability. The location will provide direct same-level access to the Town Hall parking lot, where proper ADA parking spaces are located. It is also notable that staff of this office are affected by conditions causing limited mobility and will therefore experience notable improvements in accessibility.

The project will entail replacement of an exterior doorway that is not currently ADA compliant, including a necessary exterior concrete landing pad. Widening of the door will require changes to exterior and interior doorway width and some relocation of wiring running through the wall that currently constrain access. In addition, many patrons will enter through an interior door that while historically appropriate to the building, is quite heavy and requires an automatic door opener to enhance accessibility to limited mobility patrons who have limited physical strength.

Cost estimate: \$20,580

Costs to be covered by the grant total \$20,580. This includes a 20% contingency, which contractors indicated was advisable due current labor and materials price escalations and to account for unforeseen issues with the exterior door, which will require reconfiguration of a very old frame that could present unforeseen conditions. Specific costs include:

New commercial grade exterior door, trim and installation, painting: \$5,150

Demo, materials and framing of door entry to allow installation of exterior door: \$2,500

Excavation, leveling and pouring of concrete landing pad for new exterior entry door: \$3,250

Additional of gyrotech auto door opener for very heavy historical interior doorway = \$4,750

Electric work associated with exterior door demo/replacement and interior door opener = \$1500

Sub-total: \$17,150

Contingency: \$3,430

Total Cost \$20,580

Project Timeline: Procure in January for April 2023 project completion.

Proposed Use:

This project will facilitate entry for staff, prospective staff, retirees, vendors and the general public to the Montague Retirement Board office, which serve four sub-unit including employees of the Town of Montague, Turners Falls Fire District, Turners Falls Water District, the Gill Montague Regional School District (custodians and paraprofessionals), and the Franklin County Housing and Redevelopment Authority. It will also serve as a fire exit for anyone in Town Hall in the event that a fire or other event drives people to leave through this section of the building. No fees are charged in relation to use of this office/project.

Proposed operating, staffing and maintenance plans:

The project requires no change in staffing beyond the ability of the Town to relocate the Retirement Office to this location. Alarms will be added and maintained at Town expense and the new door operator will be maintained by DPW staff as part of routine annual maintenance. These features should be permanent improvements that benefit all patrons of this building, which resides in an Environmental Justice Area.

Renovation and Construction History:

This reflects an ongoing effort of the Town of Montague to improve the accessibility of the Montague Town Hall. Great strides were made in 2007 when the Town added an elevator to the building, improving overall accessibility of the facility, and additional progress was made in 2020, when the Town leverage available funds to improve another space on this same level for use for public health outreach/vaccination clinics, early election voting, and community meetings. This project would further these improvements, allowing us to open additional sections of the most accessible part of the building back up to public use (these areas were abandoned many years ago after the Police and DPW moved their offices from them to new facilities – due to condition and accessibility issues.

Additional Funding Sources:

The Town and Montague Retirement Board are investing over \$30,000 to make other improvements to HVAC, flooring, and walls to create this improved space. These improvements have begun, but available budget does not include funds for these elements of the project, which has been discussed with the Building Inspector and ADA Coordinator and determined to be necessary.

How Many Impacted

The Town of Montague, GMRSD School District, FCHRA, and Fire and Water districts have an aging workforce and Montague is an aging community, with 40% of the population over age 50. There is a high demand for accessibility of the Town Hall and of this location, which will be served by a particularly high number of persons with limited mobility. At present, the retirement system has 167 retired members, 188 in active employment, with another 97 in pending status (between work tenure and retirement). These individuals and their loved ones are routine visitors to the offices. Additionally, extraordinary rates of turnover have been observed in each of the past two years among school staff, in particular, heightening the number of in person visits.

The Town is currently doing an architectural study that will include connection of this space to the aforementioned early voting, public health outreach, and community room spaces, which will serve hundreds of members in a voting district predominated by residents of the Turners Falls Environmental Justice Area, which includes extensive housing for personal with disabilities.

Impact on Access

Nothing provides a stronger sense of welcome to a public facility than a door that can be opened and entered by all. Our goal is to provide appropriate support for access for every patron who enters a municipally owned building, but particularly for those who are visiting an office that specifically caters to older individuals and those who may be considering early retirement due to disability. We are confident that this project will remedy two critical flaws relative to the accessibility and safe egress to this office and the aforementioned conference room that hosts public health vaccination clinics, early voting, and community meetings.

Monthly Usage

Total monthly use of these entry and doors is expected to be in the range of 50 but this figure will balloon as one factors in the increased use of other adjacent spaces in the Town Hall, particularly as a means of emergency egress.

Census Data

According to the US Census Bureau's American Community Survey 2015 five-year estimate data, of Montague's 8,357 inhabitants, 1324 (16.1%) have a disability. The rate of disability is highest among those 65 or over (30.4%) and is 14.7% among persons aged 18-64. The most vulnerable segments of our population are concentrated in Turners Falls, which is where Montague Town Hall is located.

Applicant Team

This applicant team is led by the Montague Selectboard through the Town Administrator and ADA Coordinator, Steven Ellis, Building Inspector Bill Ketchen, and the Montague Retirement Board and its professional administration. The project has the approval of the Montague Selectboard and is a step toward addressing deficiencies outlined in our 2018 ADA Transition Plan.

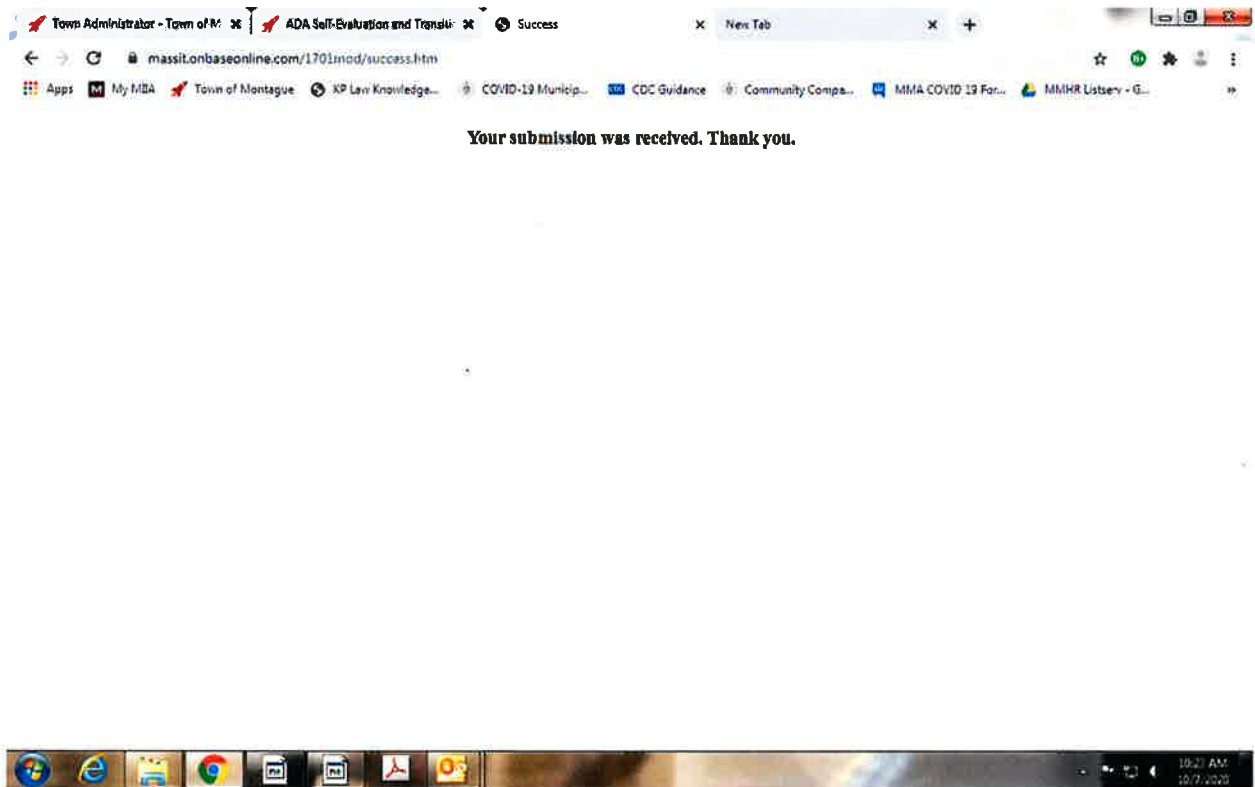
State Architectural Access Board History

The applicant team is unaware of any adverse interactions with the state's Architectural Access Board. We understand that the Town may at one time have filed a preliminary application related to redevelopment of an historic pedestrian bridge to a vacant mill facility circa 2011, but that the application was withdrawn when the physical condition of the bridge was found to be dangerously deteriorated.

State or Federal Agency History

The applicant team is not aware of any interactions with state or federal agencies with regard to accessibility related concerns. Both federal and state agency funding has been applied to the removal of barriers to access through a variety of grant programs, most notably CDBG and Chapter 90 aid. We also recently completed construction for accessibility improvements (sidewalk projects) funded through the MassDOT Complete Streets Program. We just completed improvements to add an ADA accessible parking lot and entranceway to the main branch of our public library system and sidewalks in our Canal District, enhancing safety and accessibility to the Canalside Rail Trail. The Town participates in the Community Compact and has previously focused our Compact request on accessibility, using the support to fund development of our ADA Transition Plan.

Submitted at 10:24am on 10/7/20



SLUDGE HAULING AND DISPOSAL CONTRACT

This Contract, made this 19th day of December in the year Two Thousand and Twenty-Two, between **Synagro**, hereinafter called the Contractor, and the **Town of Montague**, acting by its Selectboard, hereinafter called the Town.

WHEREAS, the Town wishes to hire a qualified and responsible Sludge Cake hauler to meet the Sludge Cake disposal needs of its Water Pollution Control Facility (WPCF);

NOW, THEREFORE, in consideration of the mutual promises and benefits of this Contract, the Town and Contractor agree as follows:

1. Employment of the Contractor

The Contractor agrees to haul and properly dispose of Sludge Cake from the Town's WPCF. Said commitment is contingent upon the appropriation of sufficient funds by the Town to support the employment of the Contractor under the terms of this Contract.

2. Scope of Services

The Contractor shall perform in a good and professional manner, the following services:

- 2.1 The Contractor shall provide all vehicles and equipment necessary to transport Sludge Cake from the Town to an appropriate end-disposal site determined by the Contractor. The Contractor will provide at least one dump trailer for loading at the WPCF at all times.
- 2.2 The Contractor shall provide employees who are licensed to drive commercial vehicles and who are knowledgeable and experienced in transporting Sludge Cake from treatment facilities to disposal facilities.
- 2.3 The Contractor shall obtain all necessary permits to service this Contract. The Contractor shall pay all expenses associated with obtaining valid permits to operate for the life of this Contract.
- 2.4 The Contractor shall transport Sludge Cake under the terms and prices of this Contract only from the Montague WPCF as authorized by the Town through its WPCF Superintendent or assigned designee.
- 2.5 The Contractor shall ensure that all Sludge Cake hauled under this Contract is contained and enclosed at all times such that leaking and spilling are prevented.
- 2.6 The Town's WPCF and Contractor will arrange a pick up schedule, the Friday preceding the requested load, for the following week's Sludge Cake service. Changes to the pickup

schedule can be made with 48 hours' notice. Unless otherwise mutually agreed, service will be provided between 6AM-3PM Monday through Friday.

- 2.7 The Contractor will use safe driving, loading, and unloading practices while on and off the WPCF site. Access to the sites shall be solely for the purpose of collecting Sludge Cake from the facility, except at the request for other services by the Town and agreed upon by the Contractor.
- 2.8 The Contractor shall comply at all times with federal, state, and local laws, regulations, and ordinances which affect the work to be performed under this Contract, including, but not limited to laws, regulations, and ordinances for motor vehicles, worker health and safety, transporting Sludge Cake, and disposal of Sludge Cake.
- 2.9 The Contractor will be financially responsible for any damage to municipal equipment or property which is a result of an accident or negligence on behalf of the Contractor or its employees.

3. Participating Facility and Availability of Funds

This Contract is entered into by the Town and will be administered by its WPCF Superintendent in service to the Montague WPCF under authority of the Montague Selectboard.

This Contract may be canceled or altered if funds are not appropriated or otherwise made available by the Town to support the Contract.

Additional volume from other facilities may be added to this Contract by mutual agreement of both Parties. All additional sludge volume will adhere to the requirements set forth in this contract and in the Contractor's bid submittal dated December 9, 2022.

4. Hauling and Collection Equipment

The Contractor will furnish and use all modern equipment and adequate personnel necessary to complete scheduled Sludge Cake removal operations. Containers for the storage and/or transportation of sludge must be watertight to effectively control and prevent the seepage of sludge from the containers. All vehicles and collection equipment shall be kept in good repair and appearance at all times.

In the event of equipment failure, the Contractor shall, within 24 hours, repair the equipment or provide a replacement to ensure that the removal of the Sludge Cake is not delayed in excess of a 24-hour period.

Load capacity – the size and/or weight of sludge cake loads may be limited by Laws. The Contractor and the Town shall work cooperatively to determine loading strategies likely to result in nearly full but not overly full container loads. It is intended that the Town deliver a volume of sludge cake sufficient to fill the collection container to close to, but not more than, the maximum

load limit allowed by Laws. Contractor or subcontracted hauler shall have the right to refuse a collection container which has less than the agreed-to target container volume. Contractor or its subcontracted hauler may also direct the Town to unload the collection container prior to removal from the facility if the Contractor or subcontracted hauler believes that container weight may exceed the maximum load limit allowed by Laws. The Town shall be responsible for all fines, charges, fees, or liability arising out of the overloading of a collection container.

5. Material Conformity

The Town represents that, to the best of its knowledge, the Sludge Cake from its WPCF materially conforms to all federal, state, and local regulations regarding Sludge Cake to be disposed of in sanitary landfills or incinerators.

At the request of the Contractor, the WPCF Superintendent shall furnish a TCLP analysis or other analyses to determine the composition of the Sludge Cake.

5.1 Quality Standard. The Town warrants that the Sludge Cake identified in this Contract and supplied to the Contractor shall meet the Contractor's quality standards. The Sludge Cake in the form of Dewatered Biosolids will have no free liquid, be free from excessive malodors, and pass a paint filter test. The Town will provide Sludge Cake that is not frozen and is free of any trash, hazardous materials or other debris.

Hazardous Materials means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under state and federal laws.

All materials generated at the Plant that fail to meet this Quality Standard shall be called "Non-Conforming Waste." The Contractor has the right to refuse any Non-Conforming Waste in its sole discretion. The Contractor shall have the right of first refusal to transport, process, recycle and/or dispose of Non-Conforming Waste.

Non-Conforming Waste(s) shall mean any sludge which (i) fail to meet the testing requirements listed in the Contractor's bid submittal and annual requirements or (ii) at the sole discretion of the Contractor, are harmful to the incinerator or the operation thereof, are unlawful to transport, including but not limited to cake solids that fail to pass a paint filter test, test below 16% solids or cause any deleterious environmental effects of any kind, or (iii) are excessively malodorous, or have a Percent Total Sulfur concentration of equal to, or greater than 5%, or (iv) are Hazardous Sludges, or (v) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight bases) or (vi) contains PFOA/PFAS levels in excess of any federal or state guidelines or regulations. Hazardous Sludges mean any "hazardous waste," "hazardous substance," "toxic substance" or "extremely hazardous substance" as defined, listed, or regulated under any applicable Federal, State or local law applicable to the work to be performed under this Contract.

5.2 Odor Control. The Town is responsible for providing Sludge Cake that is free from excessive malodors. Sludge Cake that cause malodors during transport or at the Facility are considered Non-Conforming Waste per Section 5.1. The Town will ensure that malodors will be addressed during Service. In the event of persistent odor control issues, the Town will install, operate, and maintain a system to introduce odor neutralizing compounds. It is incumbent on the

Town to ensure the proper function of any odor control system and effective treatment of all Sludge Cake intended for removal by the Contractor.

5.3 Timely Odor Notification. The Town is responsible for prompt notification to Contractor (within 24 hours), of observable changes or process upsets that appear to reduce the effectiveness of the odor neutralizing compounds, or the general quantity of odor observed in the Sludge Cake or increases the level/intensity of the odor observed in the Sludge Cake.

5.4 Changes in Quality. The Town will use reasonable efforts to notify Contractor in writing ninety (90) days in advance of any change in the treatment or manufacturing process at the Plant that could materially affect the quality of the Sludge Cake. Any material change in the composition of the Sludge Cake to be generated may, in the sole discretion of Contractor, be considered a material change and, in the Contractor's sole discretion, may require new characterization, approval, and price.

6. Title to Sludge Cake

Title to the Sludge Cake shall remain with the Town until the Sludge Cake is loaded on to the Contractor's vehicle, at which time, title to the sludge and all risks and responsibilities therefore shall be transferred and borne by the Contractor.

Waste that is determined to be Non-Conforming Waste or hazardous waste shall not be loaded onto the Contractor's truck(s) for removal and disposal. In the event that said Non-Conforming Waste or hazardous waste is loaded onto the Contractor's truck(s), title to said waste shall not pass to the Contractor but shall remain with the municipality and the facility generating said Non-Conforming Waste or hazardous waste. Further, the Contractor is authorized to make arrangements for the lawful disposition of said Non-Conforming Waste or hazardous waste after approval is granted from the Town. The Town shall pay for any and all reasonable costs associated with the transportation, treatment and disposal of said Non-Conforming Waste or hazardous waste. In addition, the Contractor shall receive compensation to cover reasonable costs associated with cleaning and restoring said equipment used to haul the Non-Conforming Waste or hazardous waste to a suitable condition.

7. Spillage of Materials

If, at any time, materials covered by this Contract are spilled by the Contractor or sub-Contractor onto a street or any property, whether publicly or privately owned, or the contents of a truck are spilled or illegally dumped onto a street or property, whether publicly or privately owned, the Contractor shall immediately clean up the spilled or illegally dumped material. The materials shall be cleaned up sufficiently so as to restore the cleanliness of the property and the safety of the occupants. The Contractor shall comply with all federal, state, and local laws, regulations, and other requirements of regulatory agencies, including but not limited to reporting, cleanup and mitigation of spills. All spills or illegal dumping incidents must be reported to the Town's WPCF Superintendent.

In the event of a spill, the Contractor shall indemnify, protect, and hold harmless the Town. The Contractor shall pay all costs associated with spill management, including those to Town, for legal

services, fees, fines, and penalties associated with the spill or dumping unless spillage occurs due to a high water content of the sludge. A high water content will be considered 16% solids or less.

8. Schedules and Safety

Pick up schedules will be arranged with the Town's WPCF Superintendent or his designee to ensure that collection vehicles are on site at the best possible times. In the event that a scheduled haul cannot be made or will be made later in the day than planned, the Contractor shall notify the facility by phone as early as it is known. If the Contractor repeatedly fails to notify the facility of scheduling delays, the Town may assess a financial penalty against the Contractor. If the Contractor repeatedly delays the hauling of Sludge Cake, it may terminate the Contract in accordance with Section 23 herein.

The hauler will use safe driving, loading, and unloading practices while on site. Haulers are expected to comply with all pertinent OSHA safety regulations.

9. Permits, Licenses and Fees

The Contractor represents and warrants that all necessary permits and approvals for the removal and disposal of Sludge Cake under this Contract have been validly issued and will remain in full force and effect during the term of this Contract.

10. Compliance with Laws

The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, orders and decrees pertaining to the delivery, treatment, and transport of Sludge Cake, including without limitation the rules and regulations of the Massachusetts Department of Environmental Protection which are now in force or may be promulgated during the term of this Contract.

11. Insurance

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Workers Compensation, Public Liability and Property Damage insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town and the Commonwealth of Massachusetts. Before commencement of work hereunder, the Contractor agrees to furnish the Town with certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Workers Compensation	Statutory
Employers Liability	\$1,000,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$3,000,000 aggregate
Automobile Bodily Injury Liability	\$3,000,000 each occurrence
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

The Town shall be named as an “additional insured” under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

12. Sub-Contractors

If the Contractor chooses to subcontract any or all of the awarded contract, they will notify the Town in writing and identify the Sub-Contractor, owner, address, phone number and all pertinent license numbers, such as those from a state and/or federal regulatory agency. The Contractor must also provide proof of insurance for the Sub-Contractor(s) as listed in Section 11 of this Contract.

13. Indemnification

The Contractor will indemnify, save harmless, and exempt the Town and its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees, provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Town and its officers, agents, servants, and employees.

The Town will indemnify, save harmless, and exempt the Contractor and its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Town, its officers, agents, servants and employees, provided, however, that the Town shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Contractor and its officers, agents, servants, and employees.

14. Assignment

The Town and the Contractor bind themselves and any successors and assigns to this Contract. The Contractor, including its subsidiaries, shall not assign, sublet, or transfer its interest in this Contract without written consent of the Town. The Town shall not assign, sublet, or transfer its interest in this Contract without written consent of the Contractor.

15. Conflict of Interest

Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designees, agents, no member of the governing body of the Town during his/her tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract.

16. Liability of Public Officials

To the full extent permitted by law, no official, employee, agent or representative of the Town shall be individually or personally liable on any obligation under this Contract.

17. Non-Discrimination

The parties hereto shall not discriminate against any person because of race, color, religion, gender, gender orientation or gender identity, age, genetic information or disability, ancestry, religion, national origin, veteran status, marital status, political affiliation or belief or any other class protected under state and federal law.

18. Term

This Contract shall be for a term of two and a half (2.5) years, beginning January 1, 2023 and ending June 30, 2025. The Town, at its sole discretion, may negotiate with the Contractor for renewal of this Contract at terms agreeable to both the Town and the Contractor.

19. Fuel Adjustments

The Contractor's bid was calculated using the DOE On-Highway diesel price per gallon for New England as of November 14, 2022: \$6.060.

The fuel adjustment will be calculated using the DOE On-Highway diesel price per gallon for New England PADD 1A. The fuel adjustment formula will use the Contractor's percentage of the wet ton price identified on the cost form for transportation. The Contractor will apply the fuel adjustment only to the dollar amount associated with transportation. It will not include disposal.

Should the price per gallon of diesel fuel decrease by more than \$1 from the bid price to \$5.05/gallon, the Town will receive a fuel credit.

The fuel formula is $(\text{weekly fuel price} - \$6.06)/\$6.06 = \% \text{ increase/decrease (A)}$. Wet ton bid price $\times 0.40 = \text{transportation cost per wet ton (B)}$. Transportation cost per wet ton $\pm \% \text{ change} = \text{weekly transportation cost per wet ton (C)}$. This amount is added to wet ton price $\times 0.60$ (D).

$B \pm A = \text{weekly transportation price per wet ton (C)}$

$C + D = \text{weekly total wet ton price}$

20. Payment

The WPCF agrees to pay the Contractor for its services within thirty (30) days of receipt of a bill. If an account is over ninety (90) days past due, the Contractor may: (a) suspend service until payment in full is made without breaching or terminating or otherwise affecting the remaining terms of this Contract; or (b) terminate this Contract, according to the provisions in Section 24 of this Contract.

Invoices will be submitted monthly to the Montague WPCF, 34 Greenfield Rd. Montague, MA 01351. Each invoice must specify the date(s) of service, tonnage disposed, and destination/disposal site.

21. Force Majeure/Change in Law

Neither party shall be liable to the other party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including but not limited to: fires, floods, strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law, permit or ordinance; orders or judgments of any Federal, State, or local court, administrative agency or governmental body; accidents; events which impact overall regional disposal capacity; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof; and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Contract. Whenever the provisions of this Section are believed to apply, the party relying thereon shall give prompt notice to the other party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor shall be entitled

to additional time and compensation if such event delays performance into a season different from that assumed when this Contract was executed. Contractor and Town shall use reasonably best efforts to agree on appropriate mitigating actions under the circumstances.

22. Right to Remedy

In the event the Contractor is unable to perform any part of the service described herein for reasons other than those described in Section 21 of this Contract, the Contractor shall have the right to remedy the Town complaint within 48 hours (excluding Sundays and holidays) without breach of this Contract. The Town shall notify the Contractor in writing of any service complaint and allow the Contractor the reasonable right to cure without termination or breach of this Contract. If the Town's complaint is of such a nature that it can be reasonably cured or remedied within 48 hours (excluding Sundays and holidays) and the Contractor is unable to cure or remedy the Town's complaint after proper notice (except for the reasons set forth in Number 21 of this Contract), the Town shall have the right to terminate this Contract according to the provisions of Section 23 of this Contract. The Contractor shall be liable for any excess costs incurred by the Town to remedy the incident(s).

This section does not waive the Town's right to make alternate arrangements for sludge removal, including hiring another hauler, should the Contractor be unable to remove sludge within 24 hours of notification from the facility.

All parties' rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

23. Termination

The Town may terminate this Contract by providing the Contractor with ten (10) days written notice in the following instances:

- a) If the Contractor abandons its work under this Contract, or if for any reason, the timely completion of such work is rendered improbable, unfeasible, impossible or illegal;
- b) If the Contractor violates any of the material terms of this Contract and fails to cure subsequent violations within 48 hours (excluding Sunday and holidays) of receipt of written notice thereof;
- c) If the Town reasonably determines based upon objective evidence that the Contractor is not satisfactorily fulfilling its obligations under this Contract or that the objectives of the Scope of Work are not being achieved.

The Contractor may terminate this Contract in the event that the Town is more than ninety (90) days in arrears in payment. The Contractor will provide the Town notice and fifteen (15) business days to correct the non-payment. The Town has the right to negotiate a mutually agreed payment plan with the Contractor to prevent termination of the Contract.

24. Modifications

No modification of this Contract shall be binding on the Contractor or the Town unless set out in writing signed by both parties.

25. Severability

If any section, subsection, sentence or clause of this Contract shall be adjudged illegal, invalid, or unenforceable such illegality, invalidity, or unenforceability shall not affect the legality, validity or enforceability of the Contract as a whole or of any section, subsection, sentence or clause hereof not so adjudged.

26. Notices

Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by the parties via United States mail, postage paid, to the address noted below:

Town:

Chelsey Little, Superintendent
Montague WPCF
34 Greenfield Rd.
Montague, MA 01351

Contractor:

Attn: Customer Retention Manager
Synagro Northeast, LLC
199 Municipal Road
Waterbury, CT 06708

And to:

Attn: Legal Department
Synagro Northeast, LLC
435 Williams Court
Suite 100
Baltimore, MD 21220

27. Statutes, Ordinances, Compliance with Laws. All applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full in the contract.

28. Legal Certification. By acceptance of this Contract, the Contractor certifies that it has complied, and will continue to comply with, all ordinances, laws and regulations, including but not limited to all Massachusetts tax laws, and certifies that it is authorized to do business in Massachusetts.

29. Entire Understanding

This Contract, together with the documents listed below and attached to this Contract, constitute the entire understanding and agreement of the Town and Contractor with respect to the subject matter hereof. If discrepancies occur between sections in this Contract and the Invitation to Bid or addenda, the language in the Contract sections shall take precedence.

- a. Invitation for Bid (IFB) for Sludge Cake Hauling and Disposal dated November 21, 2022.
- b. The Contractor's Cost Proposal Forms submitted on December 9, 2022.
- c. Any documents submitted by the Contractor after December 9, 2022 that refer to the Contractor's intended performance under this Contract or costs associated with this Contract.
- d. Insurance Certificates evidencing the insurance required in the IFB.

IN WITNESS WHEREOF, the **Town** and **Synagro** have executed this Contract as of the date first written above.

Town of Montague Selectboard

Synagro

Selectboard Chair

Signature

Selectboard Member

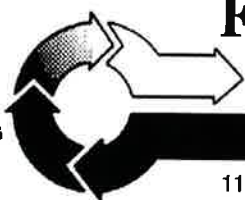
Title

Selectboard Member

Date

Date

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

117 Main Street., 2nd Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

PRESS RELEASE: For Immediate Release

Re: Holiday Recycling Guidelines
 Contact: Amy Donovan, Program Director (amy@franklincountywastedistrict.org)
 Date: December 2022

Reduce Trash this Holiday Season What to recycle, creatively reuse, and compost

During the holiday season, the average American family disposes of 25% more trash than they usually do (Source: US EPA). Think about your household: could some of this trash be reduced, reused, recycled or composted? When families reduce their holiday trash, they can save money on "Pay As You Throw" town trash stickers or bags, reduce carbon and methane emissions, and protect our environment.

Recycling Yes/No

These items are on the "yes" list for household recycling: wrapping paper, gift bags, tissue paper, and paper greeting cards/envelopes that do NOT contain metallic inks, glitter, or foil (for example, foil-lined envelopes). Tape and labels are okay. Remove batteries from singing greeting cards before recycling the card.

Other recyclable paper items include catalogs, calendars, paper shopping bags, and cardboard (corrugated and paperboard). Here's a holiday tip: when opening or wrapping gifts, keep a paper bag handy to collect paper recyclables.

These items are on the "no" list for household recycling: ribbons, bows, tinsel, glossy photo cards, holiday light strings, Christmas tree netting, bubble wrap, paper envelopes lined with bubble wrap, packing peanuts, Styrofoam in any form, plastic shipping envelopes, or formed plastic used to package toys, electronics, etc.

Holiday light strings, power cords, and Christmas tree netting are not acceptable in municipal recycling programs because these "tangles" get wrapped around the sorting equipment at recycling facilities.

Recyclables from Franklin County towns are processed at the Springfield Materials Recycling Facility (MRF). For recycling guides, including a colorful yes/no holiday recycling guide, visit springfieldmrf.org and click on "What's Recyclable."

Recycling Options for Other Materials

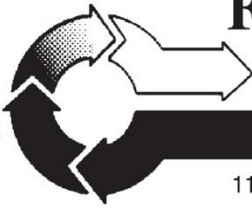
Holiday light strings and power cords are accepted for recycling at scrap metal dealers and in the scrap metal dumpsters at town transfer stations. In addition, mail-in programs are available at holidayleds.com and christmas-light-source.com.

"Pack and ship" stores, for example The UPS Store in Greenfield, accept clean, dry packing materials such as bubble wrap, packing peanuts, and inflatable "air pillow" packaging for reuse.

Plastic bag recycling programs at grocery and retail stores accept bubble wrap, plastic shipping envelopes (no paper), inflatable "air pillow" packaging, and other bags/films marked #2 or #4. A list of acceptable items is at: plasticfilmrecycling.org.

Certain batteries (rechargeable, button, and lithium) are accepted for special recycling at transfer stations; place in a bag or container and hand to attendant.

REDUCTION
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Certain batteries (rechargeable, button, and lithium) are accepted for special recycling at transfer stations; place in a bag or container and hand to attendant.

When the holidays are over, check with your town about Christmas tree recycling. Your tree may be recycled as mulch this spring.

Creative Reuse

In addition to recycling, consider wrapping your gifts in reused materials that you already have at home. Gifts can be creatively wrapped in reused wrapping paper, old calendar pages, sheet music, maps or map book pages, paper bags, old posters, wallpaper scraps, fabric, scarves, newspaper, comics, or kids' artwork.

Gifts can be wrapped in cloth bags, reusable decorative tins, reusable shopping bags, or baskets. Or make the wrapping part of the gift; for example, a kitchen towel or oven mitt to hold kitchen utensils or gadgets, or a book wrapped in a scarf.

Wrapped gifts can be tied up with twine and adorned with pine or holly branches, pinecones, shells or buttons. Last year's holiday cards can be cut up to reuse as beautiful gift cards.

For a fun craft activity with kids, this online tutorial from Tori Avey shows how to make beautiful Hanukkah gift wrap with homemade potato stamps:

toriavey.com/homemade-hanukkah-wrapping-paper/ Grab some reused paper bags, a

couple of potatoes, and some acrylic paint or stamp pads. Cut bag along the side and bottom to make one big sheet. Cut the potatoes in half and (adults) carve shapes into the flat potato surface or use cookie cutters to press shapes into ½ inch potato slices. When you are all done, you can cut off the painted parts of the potato and compost the rest!

One of the most important steps for reusing materials is unwrapping gifts carefully and saving gift-wrap, gift boxes, ribbons, bows and gift bags for reuse next year.



Compost

Another way to reduce holiday trash is to compost food and paper waste generated from holiday meals. Food scraps might seem small, but they add up: 28% of the residential trash in Massachusetts is compostable material such as food and paper waste. (Data from MassDEP's 2019 Waste Characterization Study: <https://tinyurl.com/2019WasteStudy>)

Municipal compost programs accept all types of food waste, including meat, bones, cheese, plus paper waste such as paper napkins, paper towels, and more. Unacceptable items include liquids, foil, metal, glass, and plastic. These programs accept compostable material are free of charge (access permit or entrance fee may be required). The following transfer stations in Franklin County have compost programs: Bernardston, Charlemont, Conway, Deerfield, Greenfield (open to non-residents for a \$5 host fee), Leverett, Montague, New Salem, Northfield, Orange, Shelburne, Warwick, Wendell, and Whately.

The Solid Waste District sells discounted "Earth Machine" home compost bins and compost pails to District residents. Pricing is \$25 or \$55 depending on the resident's town. It is not recommended to put meat, bones, dairy in home compost bins. For more details and pricing, contact the solid waste district or see: franklincountywastedistrict.org/Composting

For more information, contact Franklin County Solid Waste Management District: (413) 772-2438, info@franklincountywastedistrict.org; or visit franklincountywastedistrict.org. MA Relay for the hearing impaired: 711 or 1-800-439-2370 (TTY/TDD).

HOLIDAY RECYCLING REMINDER

Happy Holidays! Thank you for your recycling efforts over the past year. Following are some guidelines for recycling during the holiday months and all year long:

Please **DO** include the following items in your paper recycling mix:

YES

- ✓ wrapping paper, gift bags, tissue paper (except those with metallic inks, glitter, or foil)
- ✓ corrugated cardboard boxes, paperboard gift boxes
- ✓ paper shopping bags (any type of handle is okay)
- ✓ paper greeting cards (not with metallic inks, glitter, or foil; remove batteries)
- ✓ Catalogs, calendars and magazines



TIP: Keep a recycle bin or paper bag handy near gift unwrapping.

Please **DO NOT** include the following items in your household recycling:

NO

- ☒ ribbons, bows, and tinsel (reusable from year to year)
- ☒ holiday light strings (accepted in scrap metal dumpsters, + WtE scrap metal, Greenfield)
- ☒ packing peanuts, Styrofoam™, bubble wrap, inflatable "air pillow" packaging (clean, dry packing materials accepted for reuse at The UPS Store in Greenfield.)
- ☒ plastic bags, plastic shipping envelopes, bubble wrap, air pillows (these materials plus clean, dry plastic bags marked #2 or #4 accepted in retail plastic bag bins. plasticfilmrecycling.org)
- ☒ formed plastic packaging from items like toys and electronics
- ☒ glossy photographs, paper envelopes with bubble wrap inside, ornaments, decorations

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