

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday April 24, 2023

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/89603639517>

Meeting ID: 896 0363 9517 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. 6:31** Approve Selectboard Minutes from 4/10/23
- 3. 6:32** Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
- 4. 6:34** Library Director, Caitlin Kelley
 - Request Letter of Support for Library Trustees' Application to the MA Board of Library Commissioners (MBLC) Construction Program.
 - Use of Peskeompskut Park on August 4, 2023 8:00AM-12:30PM for free family Puppet Show
- 5. 6:40** Suzanne LoManto, Director of RiverCulture,
 - Use of Peskeompskut Park: Free Summer Events sponsored by RiverCulture, various dates in June, July, and August 2023. Schedule of events provided
 - Use of Public Property; Spinner Park, Antenna Cloud Farm Music Walk July 1, 2023 2:00PM-5:00PM
 - Use of Public Property; Puppet Parade down Avenue A from Peskeompskut Park to Discovery Center May 7, 2023
 - Use of Public Property to place at Peskeompskut Park for placement of porta-potty from June 1, 2023-August 31, 2023
- 6. 6:50** Montague Parks and Recreation Director, Jon Dobosz
 - Execute contract with Scott Dixon of Tailblock Coping Company to complete Unity Skate Park cleaning and re-sealing services, \$1,200.00
- 7. 6:55** Unity Fest and Makers Market, Nova Motorcycles/Parks & Rec/Pioneer Valley Brewery
 - Use of Public Property: Close 2nd Street, end in front of 141-147 2nd Street to Unity Park Parking Lot, June 3, 2023 12:00PM-10:00PM
 - Entertainment License at 141-147 2nd Street to Unity Park to hold Unity Fest and Makers Market, Saturday June 3, 2023 12:00PM-10:00PM
 - Steve Valeski, Pioneer Valley Brewery request for a Special 1 Day License for the sale of beer and wine from 5:00PM-10:00PM (148 2nd Street Property)
- 8. 7:05** Mark Wisnewski, Rocket Science dba The Rendezvous
 - Execute License to use Real Property for the use of town parking lot adjacent to the Rendezvous, 78 Third Street from 4/1/23 to 12/1/23

Montague Selectboard Meeting
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9. 7:15 Brian McHugh, FCRHRA
- Authorize Payment #8 to Berkshire Design Group, in the amount of \$1,100.00 for professional landscape architectural, civil engineering and land surveying services for the **FY21 MONT CDBG** Avenue A Streetscape Phase III Continuation Project.
 - Authorize Payment #9 to Berkshire Design Group, in the amount of \$985.00 for professional landscape architectural, civil engineering and land surveying services for the **FY20 MONT CDBG** Avenue A Streetscape Phase III Continuation Project.
10. 7:25 Personnel Board:
- Appoint Angela Wheeler to the Montague Tree Advisory Committee through 6/30/24
 - Appoint Ryan Paxton as Board of Health Director, Non-Union, Grade G Step 4, 35 hours/week, effective May 8, 2023
11. 7:30 Walter Ramsey, Assistant Town Administrator
- 11th Street Bridge Design Proposal
 - Amendment to South Ferry Road Culvert Engineering contract and overall scope of work
 - Proposed ARPA Spending Strategy and Decision Criteria
12. 7:45 Town Administrator Report
- Discussion of Potential Municipal Vulnerabilities Program (MVP) Grant Request to Support NPDES Compliance, to Require 25% Match.
 - FirstLight FERC Settlement Updates
 - Endorse Steve Ellis Appointment to Mass Economic Development Planning Council
 - Congressionally Directed Spending Request for \$2M in Collection System Improvements Included in Senator Markey and Warren FY24 Budget Priorities
 - Allow Staff to Submit Feedback to Draft National Pollution Discharge Elimination System (NPDES) Permit
 - Share Communication from Trinity Health New England Relative to Historical Commission Requests
 - Review Shea Theater and Colle Building Roof Bid Results
 - Topics not anticipated within the 48 hour posting

OTHER:

Next Meetings:

- Selectboard, Monday May 1, 2023 at 6:30 PM via ZOOM
- Annual Town Meeting, Saturday May 6, 2023 at 9:00AM in the theater at Turners Falls High School, 222 Turnpike Rd



Office of the Selectboard

Town of Montague

One Avenue A
Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108

FAX (413) 863-3231

Andrea Bono-Bunker
Massachusetts Board of Library Commissioners
90 Canal St. Suite 500
Boston, MA 02114

Dear Ms. Bono-Bunker,

Montague's historic Carnegie Library, located in downtown Turners Falls, has long been a beloved institution. Despite its diminutive size, generations of Montague residents grew up attending storytimes on its second floor, perusing the stacks for their next read, or using a public computer to sign up for their first email address. These activities and more continue in the present.

As beloved as this historic building may be, it has required that library staff provide services in very limited and sometimes inaccessible program spaces. While its programs are popular and, in most regards, successful, the constraints of the building nonetheless limit their scale and reach. After decades of consideration, the Selectboard believes it is time to explore expanding our Main Branch library to better meet the 21st century needs of the Montague community.

Though there is not yet consensus among those in town over whether to expand the Carnegie Library or to construct a new building, there is drive within the community to embark upon a library project. Results from the town's recent Comprehensive Plan survey showed that when asked "What municipal improvements or municipal priorities would you like Montague officials to focus on over the next 15 years?" the top response was "libraries."

As such, we support the Trustees of the Montague Public Libraries and the Library Director's intention to submit an application to the Massachusetts Board of Library Commissioners Massachusetts Public Library Construction Program and to start the process of determining the library needs and interests of those who live in Montague for a library building program.

Sincerely,

Richard Kuklewicz
Selectboard

Christopher Boutwell
Vice Chair

Matthew Lord
Clerk



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Montague Public Libraries / Angela Rovatti - Leonard Youth Services Librarian

Name of business/group sponsoring proposed event if applicable: _____

If applicable, number of years your organization has been running this event in Montague? _____

Address 201 Avenue A

Contact phone 413-863-3214

Contact email arovatti-leonard@cmars.org

FID _____

Dates of proposed event 8/4/2023 Location: Peskeompskut Park

Hours _____ Set Up: 8:00am Clean Up: 12:30pm

Approximate number of people expected to attend 125

What provisions will be made regarding clean up of site? _____

Will the proposed event be:

- ☐ Musical
- ☒ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☐ Other _____

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

Puppet Show

Fully & specifically describe the premises upon which the proposed event is to take place.

The puppet show will be held at the bandstand.

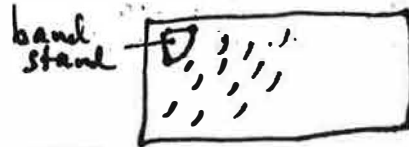
The audience will sit on the ground.

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- ☐ merchandise
- ☐ food/beverage
- ☐ alcohol
- ☐ other services

N/A



Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

N/A

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

N/A

What provisions will be made regarding first aid and emergency medical care?

I will carry a cell phone and first aid kit.

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? No

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

N/A - Town Agency

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant Angelo Ruvetti - June
Date 4/11/23


License fees:

Monday – Saturday = \$25.00 per day
Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments



Date: 4-12-23

BOARD OF HEALTH – Approval / Comments

Date: _____



Board of Selectmen Town of Montague

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Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of **PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON**

Name of applicant Suzanne LoManto

Name of business/group sponsoring proposed event if applicable: River Culture

If applicable, number of years your organization has been running this event in Montague? N/A

Address 1 Avenue A Turners Falls

Contact phone 413-863-3200 Contact email riverculture@montague-ma.gov

FID _____

Dates of proposed event See attached Location: Peskeompskut Park

Hours _____ Set Up: _____ Clean Up: _____

Approximate number of people expected to attend _____

What provisions will be made regarding clean up of site? Director of River Culture plus event partner

Will the proposed event be:

- ☒ Musical
- ☒ Theatrical
- ☒ Exhibitions
- ☒ Amusements
- ☐ Wedding
- ☐ Other _____

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

Free Summer Events Sponsored by
The Turners Falls Cultural District
May → August 2023

Fully & specifically describe the premises upon which the proposed event is to take place.

Bandshell and park

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- ☐ merchandise
- ☐ food/beverage
- ☐ alcohol
- ☐ other services

NO

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

music, theater, movies

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

Communication with the
Montague Police Dept.

What provisions will be made regarding first aid and emergency medical care?

On site

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations?

~~at~~ N/A

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant _____

Date 4/19/23

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments

Date: _____

BOARD OF HEALTH – Approval / Comments

Date: _____

MAY 2023

5/7: Puppet Parade/Peskeompskut Park (Start) 1pm-2pm

Puppets will walk down the public sidewalk from Peskeompskut Park to the Great Falls Discovery Center. Puppets are made of paper, cardboard and other lightweight materials. Puppets will not interfere with normal foot traffic on the Avenue.

JUNE 2023

6/4: Josh and Shannon Acoustic Music/Peskeompskut Park Bandshell, 11am-8pm

6/10: PRE PRIDE Yoga/Peskeompskut Park Bandshell, 9am-1pm

6:23: Movie in The Park/Peskeompskut Park Bandshell, 5pm-9pm

JULY 2023

7/1: ACF MUSIC WALK/Spinner Park + Peskeompskut Park + sign display (rain date 7/2)

7/21: Movie in The Park/ Peskeompskut Park Bandshell, 5pm-9pm

7/26: David Bulley Band/Peskeompskut Park Bandshell, 3pm-9pm (rain date 7/27)

AUGUST 2023

8/4: No Strings Marionette/Peskeompskut Park Bandshell, 10am-1pm

8/18: Movie in The Park/Peskeompskut Park Bandshell, 5pm-9pm

8/26: Mermaid Event/Peskeompskut Park + Bandshell , all day

June 1 -August 31

Seasonal Porta-Potty

North/East corner of Peskeompskut Park

Cleaned weekly by Carsons Cans. The unit will remain locked between events and used for the Farmers Market, Community Band, and other events at Peskeompskut Park.

About Movie Events

Movies are a partnership with Montague Parks and Recreation. Movies are rated G, PG or PG13. We may have live music before the 7pm showings.

About Music Events

Performers will get access to electricity and the porta potty from the Director of RiverCulture who is responsible for enforcing common sense rules about using the bandshell and park grounds: No driving on the lawn. No cars parked on Seventh Street. Performers will use the Food City lot. Moderate music volume. No interference with traffic on Seventh Street. No alcohol use. Performers must remove trash and recycling. Performers must lock up the electrical box and porta potty at the end of the event.

Entertainment at the Great Falls Farmers Market

RiverCulture and Montague Public Libraries will be periodically schedule family entertainment at the Great Falls Farmers Market (Saturdays)



**Board of Selectmen
Town of Montague**

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

**REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION,
OR USE OF PUBLIC PROPERTY
(Not for Peskeompskut Park or Montague Center Common)**

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Suzanne LoManto
Address of applicant: 1 Avenue A Turners Falls
Phone # of applicant: 413-863-3200 ext. 115
Name of organization: River Culture
Name of legally responsible person: Town of Montague
Location of assembly: Spinner Park + Ave A
Date of assembly: _____
Time of assembly: Begin: _____ End: _____
Number of expected participants: _____

If a procession/parade:

Route: _____

Number of _____

Number of _____

Subject of demonstration:

Spinner Park 7/1/23
Antenna Cloud Farm Music Walk
2-5pm

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

Signatures:

Police Chief: _____ Date: _____

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____



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Address of applicant: 1 Avenue A Turners Falls
Phone # of applicant: 413-863-3200 ext. 115
Name of organization: River Culture
Name of legally responsible person: Town of Montague
Location of assembly: Spinner Park + Ave A
Date of assembly: _____
Time of assembly: Begin: _____ End: _____
Number of expected participants: _____

If a procession/parade:

① Route: Puppet Parade Avenue A 5/7/23
Peskeompskut park to Discovery Ctr.
Number of people expected to participate: 30
Number of vehicles expected to participate: 0

② Subject: [REDACTED]

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1 Million Individual/\$3 Million Group.

Signatures:

Police Chief: _____ Date: _____

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____



Board of Selectmen Town of Montague

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APPLICATION TO PLACE SIGN, OBJECT, OTHER DISPLAY or EXHIBITION/VIGIL ON MONTAGUE CENTER TOWN COMMON OR PESKEOMSKUT PARK

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 7 days prior to the request date.

Name of applicant: Suzanne LoManto
Organization: River Culture
Contact Name: Suzanne LoManto
Contact Phone: 413-863-3200 e-mail: riverculture@montague-ma.gov
Contact Address: 1 Avenue A Turners Falls
Name of legally responsible person: Town of Montague
Location on Common/Park: Peskeomskut Park
Content of sign, type of object, display: Porta Potty

Description of sign, object, display (content, size and materials):

Start Date: June 1, 2023

End Date: August 31, 2023

*Sign/object needs to specify who it is being sponsored by. There is a 21 day maximum.

Signatures:

Police Chief: _____ Date: _____

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

STANDARD CONTRACT

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Scott Dixon of Tailblock Coping Company, with an address of 96 Canal St., Brattleboro, VT 05301, hereinafter referred to as "Contractor", effective as of the 24th day of April, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with **Unity Skate Park Cleaning & Re-sealing** services, including the scope of services set forth in Attachment A.

1. Total cleaning of surface area of the skatepark and applying a waterproof sealing agent.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing April 24, 2023 through June 1, 2023.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ 1,200.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.

2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

	Bodily Injury Liability:
	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence;
	\$3,000,000 aggregate

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an "additional insured" and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,
_____, authorized signatory for the Contractor do hereby certify under the
pains and penalties of perjury that said Contractor has complied with all laws of the
Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and
withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
on the day and year first above written.

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

Printed Name and Title

Approved as to Availability of Funds:

Town Accountant (\$ _____)
Contract Sum



TAILB-1

OP ID: JE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Taylor Palmer Agency, Inc.
25 North Main Street
Bradford, VT 05033
Sam Kempton, CIC

802-222-2901

CONTACT NAME: Sam Kempton, CIC**PHONE (A/C, No, Ext):** 802-222-2901**FAX (A/C, No):** 802-222-4201**E-MAIL ADDRESS:** jellsworth@taylor-palmeragency.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:****INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED
Tailblock Concrete, LLC
67 Main St, Apt 16
Brattleboro, VT 05301

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ZN9125	08/22/2022	08/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Concrete

Certificate Holder is named as Additional Insured. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

Montague Parks & Rec Dept
51 1st Street
Unity Park Fieldhouse
Turner Falls, MA 01376

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julie Ellsworth



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Nova Motorcycles/Parks and Rec/Pioneer Valley Brew

Address of applicant: 147 2nd Street

Phone # of applicant: 508-963-6572

Name of organization: Nova Motorcycles dba Unity Park Festival

Name of legally responsible person: Peter Chilton

Location of assembly: 2nd street end in front of 141-147 2nd st to Unity Park parking lot.

Date of assembly: Saturday June 3rd, 2023

Time of assembly: Begin: 12pm End: 10pm

Number of expected participants: 400-700

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: Unity Park Fest is a maker's market set to music.

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

Signatures:

Police Chief: _____ Date: _____

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

TOWN OF MONTAGUE
Special and One Day License – Application Form
(M.G.L. Ch. 138 S. 14)

CHECK ONE

X

Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR:

June 3, 2023 June 4 Rain date

1. Full name, address and phone number(s) of the organization making this application:
Pioneer Valley Brewery 151 3rd St. Turners Rlb 413-433-5307
2. Full name, address and phone number(s) of manager who shall be responsible for the license:
Stephen Valerick
Same as Above
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES _____ NO _____
4. Nature of Event Unity Park Maker Market Number of Attendees unknown
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES _____ NO X
6. Location where event shall be held: 148 Second St. Turners Rlb
7. Has the approval of the property owner been obtained? YES X NO _____
8. Exact times of the license: FROM 5 o'clock AM/PM 10 o'clock AM PM PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES X NO _____ If so, when? June 11, 2022 Unity Park event.
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES _____ NO X
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access. ✓
12. Proof of Liquor Liability Insurance provided? _____ Date _____

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

Authorized Representative and Title

4/17/23
Date

Office Use Only:

Date Approved: _____

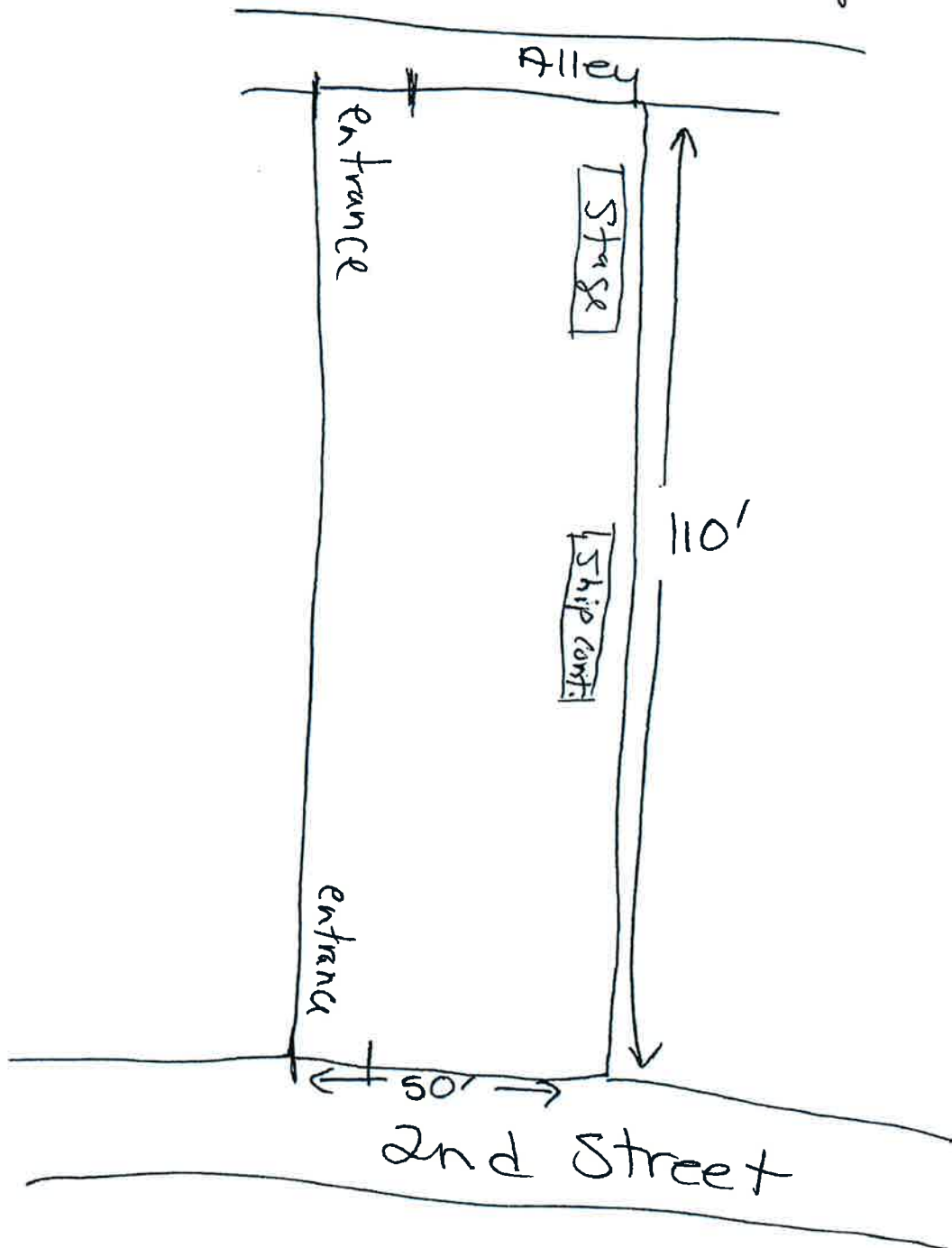
Days Permit Issued For: _____

Dates License Issued for: _____

Police Chief Signature: _____

Select Board Chair Signature: _____

Pioneer Valley Brewery



TOWN OF MONTAGUE
APPLICATION FOR AN ENTERTAINMENT LICENSE
SPECIAL AND REGULAR

Date of Application: 4/20/23 Date Approved: _____ Fee: _____

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20 23 during the following hours:

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday <u>6/3</u>	from: <u>2p</u>	to: <u>10p</u>
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? yes { no

This is an annual renewal? _____ { yes { no

1. NAME OF APPLICANT: Jon Dobos TELEPHONE: 863-8216

2. D/B/A: Unity Fest + Makers Market

3. PREMISES: Lot between 2nd St. + Alley BUSINESS PHONE: _____

4. The specific categories of licensed entertainment sought to be approved are:

- { Radio { Jukebox { Video Jukebox { Phonograph
 { Wide Screen TV { Cassette Operated TV { Television/Cable
 { Pool Tables { Bowling Alley Lanes; number of lanes _____

Automatic Amusement Devices: Video Games, Number of: _____ Type: { Video or { Keno

/ Dancing by patrons size of floor 50' x 50'
/ Instrumental Music number of instruments & amplifiers VARIES
/ Live Vocalists number of persons/type of show DJ and bands
 _____ Exhibition type _____
 _____ Trade Show type _____
 _____ Athletic Event type _____
 _____ Play type _____
 _____ Readings of Poetry or other
 _____ New Years Eve "after midnight entertainment"
 Indoors: Size of area to be used: _____ Allowed: _____ Number of People: _____ Allowed: _____
 Outdoors: Size of area to be used: _____ Available Parking: Unity PARK, L St.
 Alcohol to be served: yes

Applicant Signature

*****OFFICE USE ONLY*****

Board of Health

Date

Fire Department, Chief

Date

Police Department, Chief

Date

Board of Selectmen, Chairman

Date

LICENSE TO USE REAL PROPERTY

CAFÉ LICENSE

(Article IV, Sections 4, 5 and 6)

This instrument is a license ("Café License") by and between the Town of Montague ("Licensor") and Mark Wisnewski, Rocket Science dba The Rendezvous, ("Licensee") with a principal place of business at 78 Third Street, Turners Falls, Massachusetts, its employees, agents, contractors and representatives

Whereas, the Café Licensee is the owner and operator of a bar/restaurant known as "The Rendezvous", the holder of an "Alcoholic Beverages Control Commission (ABCC), All Alcoholic Beverages, Section 12 License" ("Liquor License") which is located at 78 Third Street, Turners Falls,

Whereas, the Licensee has petitioned the Town of Montague Board of Selectmen for the issuance of a Café License and the extension of the "Liquor License" for the purpose of placing an 18' x 84' outdoor area of approximately 75 seats to the right of the Business Site in a portion of the Town parking lot. (hereinafter referred-to as the "Café Premises" or the "Premises").

Whereas, the Licensor is the owner of the public parking lot abutting the Business Site and the Board of Selectmen is responsible for the care, custody, control and maintenance of said public parking lot; and

Whereas, the Board of Selectmen are willing to allow Licensee to use a portion of the Town's parking lot, on a temporary basis, for the operation of a café adjacent to the Business Site.

Now, therefore, Licensor hereby grants to Licensee the right to place outside bar, tables, tent, chairs, stools to occupy and use the Café Site as described below in conjunction with the Business Site subject to the following terms and conditions:

1. REFERENCE DATA

Date of License: April 1, 2023

Mailing Address of Licensor: Montague Board of Selectmen
One Avenue A
Turners Falls, Massachusetts 01376

Mailing Address of Licensee: Rocket Science dba The Rendezvous
78 Third Street
Turners Falls, MA 01376

Permitted Use: Café License – operation of an 18' x 84' outdoor eating and drinking area adjacent to and contiguous to the Business Site as depicted on the Plan attached hereto as "Exhibit 1" and allowing appurtenances, including but not-limited to tent, outside bar, tables, chairs, fencing/bollards that can be easily removed without damage to the Café Premises and subject to the conditions set forth herein.

Term of License: April 1, 2023 to December 1, 2023

Renewable on an annual basis

Consideration to be paid by
Licensee:

One Dollar (\$1.00)

2. DESCRIPTION OF THE CAFÉ PREMISES AND BUSINESS SITE

The Café Premises shall consist of the area adjacent to and contiguous to the Business Site as depicted on the Plan attached hereto as "Exhibit 1" and as described below:

The Café Premises is 18' x 84' of the town owned public parking lot area adjacent to 78 Third Street.

Use of the Café Premises will be on a daily basis, Sunday through Saturday, from 11:00 AM to 10:00 PM

The Business Site is 78 Third Street, Turners Falls, MA consisting of a two story wood frame building, bar on first floor, one room subdivided, bar, Kitchen area, dining area, front deck area, two bathrooms, cellar for storage, and apartment on 2nd floor. 5 Entrances/exits (three in back of building, two in front). The business site currently operates under an ABCC Liquor License

The Licensee shall have the obligation to prevent encroachment onto space not covered by this License. To accomplish this goal, the Licensee shall install a non-movable and temporary system of enclosure around the Café Premises.

The Licensee shall provide safe and adequate access to patrons making use of the Cafe Premises and 78 Third Street and to pedestrians making use of the sidewalk and public way adjacent to the Café Site.

3. CONDITION OF PREMISES

Licensee acknowledges and agrees that it accepts the Premises in "as is" condition for the purpose of this License, and that Licensors has made no representation or warranty regarding the fitness of the Premises for the Permitted Use.

4. PERMITS

This agreement and all obligations hereunder are specifically dependent upon the issuance to the Licensee of all permits and licenses required to undertake the Permitted Use at the Premises in accordance with all applicable laws, regulations and governmental requirements from those governmental agencies having jurisdiction, including but not limited to the Town of Montague Board of Selectmen and the Massachusetts Alcoholic Beverages Control Commission, and compliance by the Licensee with such permits and licenses.

5. ALTERATION OF THE PROPERTY

Licensee shall not make any major or permanent improvements or construction upon the Premises, and Licensee expressly agrees to restore the Premises as closely as practical to their condition prior to the exercise of Licensee's rights, immediately after they are disturbed by said Permitted Use.

6. LICENSEE'S EQUIPMENT

Licensee may bring such furniture and other equipment upon the Premises as would ordinarily be used to undertake the Permitted Use.

Licensee shall ensure that all structures comprising the Premises, including but not limited to Tent, outside bar, chairs, tables, fencing, bollards will be easily removed during periods of non-use and at the expiration of this License. All such items shall be removed no later than the last effective date of this License.

Licensor reserves the right to require the Licensee to remove all furniture, equipment and structures from the Premises if and when it determines it to be necessary.

7. UTILITIES

Licensor makes no representation as to the operation, presence or adequacy of any utilities for the Permitted Use and Licensor has no obligation to supply any such utilities to the Premises.

8. CONDUCT OF LICENSEE

Compliance with Laws

Licensee shall at all times perform the Permitted Use in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

Repair of Damage

Licensee shall neither cause nor suffer any waste of the Premises, and shall maintain the Premises in good order at all times. The Licensee's responsibilities shall include the restoration or repair of any and all damage to the Premises or the Property resulting from any act, failure to act or negligence of the Licensee. This obligation shall survive the termination of the License.

Sanitation

Licensee shall maintain the Premises in a sanitary condition and shall follow all directions of Licensor with regard to the collection and disposal of refuse or construction debris.

Security

Licensor is not responsible for the security of the Premises, which shall be the sole responsibility of Licensee, during the times that Licensee is using or occupying the Premises under this License.

Costs of Operations

Licensee shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.

Operations Limited to Permitted Use

Licensee shall not conduct any operations upon the Premises except for the Permitted Use under Section 1 of this License and except for any requirement set forth in this License.

9. RISK OF LOSS

Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensors shall not be liable to Licensee for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensors, or its employees, agents, contractors or invitees.

10. INDEMNIFICATION

Licensee agrees to indemnify, defend and hold harmless the Licensors against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or the Property or relating in any way to Licensee's exercise of its rights under this license.

11. INSURANCE

The Licensee shall keep in force, at its sole cost and expense, during the full term of this License, comprehensive public liability insurance, in the amount of one million dollars (\$1,000,000), insuring the Licensee and the Licensors against all claims and demands for personal injury or damage to or diminution in value of any property which may be claimed to have occurred upon the Premises or as a result of the exercise by Licensee of the rights granted by this License and naming the Licensors as a named insured. Failure to obtain and keep in force said insurance, and failure to provide the Licensors with proof of same, shall automatically terminate this License and any rights granted herein.

12. RIGHTS OF LICENSOR TO ENTER

The Licensors reserves the right and the Licensee shall permit the Licensors and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licensors's sole discretion, provided that Licensors's use shall not interfere with Licensee's Permitted Use.

13. TERMINATION

This License is terminable at any time by the Licensors or the Licensee following notice by certified U.S. Mail, return receipt requested, to the other party. This License shall expire on the date specified in such notice.

14. NO ESTATE CREATED

This License shall not be construed as creating or vesting in Licensee any estate in the Premises or Property or any interest in real property.

15. MISCELLANEOUS

This License may not be modified except in writing, duly executed by both parties.

This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the License.

The Licensee is not authorized to bind or involve the Licensor in any contract or to incur any liability for or on the part of the Licensor; likewise, the Licensor, its employees, agents, contractors or invitees, is not authorized to bind or involve the Licensee in any contract or to incur any liability for or on the part of the Licensee.

If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

This License is to take effect as a sealed instrument.

LICENSOR: Town of Montague

By: Board of Selectmen

Date: _____

LICENSEE: Rocket Science LLC dba The Rendezvous

Authorized Signature

4/6/23
Title

Print Name: Christopher Janke

Date: 4/6/23



**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289
splesant@fcrhra.org

**AUTHORIZATION TO DISBURSE
Invoice # 2022-108-8
Project No. 2022-108
TOWN OF MONTAGUE FY21 CDBG
FY21 Avenue A Streetscape Phase III Continuation (6B)
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060**

Date: April 6, 2023

Total Contract	30,000.00
Total Paid to Date:	21,926.00
Balance:	8,074.00
This Invoice #8	1,100.00
Balance:	6,974.00

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period March 1, 2023 to March 31, 2023.

See attached invoice #8 dated 04/06/23 in the amount of \$1,100.00

**FY21MONT
\$1,100.00**

I reviewed these invoices on 04/06/23 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$ 1,100.00**



Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



Berkshire Design Group

4 Allen Place, Northampton, MA 01060
413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.
Attn: Mr. Brian Mchugh
241 Millers Falls Rd.
Turners Falls, MA 01376

INVOICE # 2022-108-8

April 6, 2023

Project No: 2022-108

Re: Montague - Avenue A Streetscapes Phase III - 2022

For professional landscape architectural, civil engineering and land surveying services listed below for the period March 1, 2023 to March 31, 2023:

Email invoices to: bmchugh@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Bidding	\$8,000.00	100.00%	0.00%	\$0.00
Construction Administration	\$22,000.00	68.30%	5.00%	\$1,100.00
	<u>\$30,000.00</u>			
Subtotal Task Charges				\$1,100.00
INVOICE TOTAL				\$1,100.00

Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.

241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289

**TOWN OF MONTAGUE FY20 (6J)
AVENUE A STREETSCAPE PHASE III
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060**

Original Contract Amount:	26,400.00
Total Contract	26,400.00
Total Paid to Date:	\$25,415
Balance:	985.00
Invoice #2021-187-9	985.00
Balance:	-

FY2020 CDBG
\$ 985.00

Director of Community Development – HRA

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



Berkshire Design Group

4 Allen Place, Northampton, MA 01060
413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.
Mr. Walter Ramsey, AICP
1 Avenue A
Turners Falls, MA 01376

INVOICE # 2021-187-9

September 16, 2022

Project No: 2021-187

Re: Montague - Shea Theater - Avenue A Streetscape

For professional landscape architectural, civil engineering and land surveying services listed below for the period August 1, 2022 to August 31, 2022:

Email invoices to: bmchugh@fcrhra.org, spleasant@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Bidding	\$6,700.00	100.00%	0.00%	\$0.00
Construction Administration	\$19,700.00	100.00%	5.00%	\$985.00
	\$26,400.00			
Subtotal Task Charges				\$985.00
INVOICE TOTAL				\$985.00

Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.

Statement of Accounts

Invoice	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
2021-187-3	2/11/2022	\$0.00	\$0.00	\$0.00	\$1,902.50	\$1,902.50
Total Prior Billing		\$0.00	\$0.00	\$0.00	\$1,902.50	\$1,902.50

Total Due \$2,887.50

Name: Wheeler, Angela

MONTAGUE APPOINTED OFFICIAL

NAME: Angela Wheeler

DATE: 4/24/2023

COMMITTEE: Tree Advisory Committee

TERM: 1 year, 2 months

TERM EXPIRATION: 6/30/2024

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/25/23

Angela Wheeler personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Tree Advisory Committee according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

Town of Montague

Personnel Status Change Notice

New Hires

Employee # 2074Board Authorizing **Appointment:** Board of Health Meeting Date: 4/12/2023

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date: 4/24/2023

Authorized Signature: _____

General Information:Full name of employee: Ryan M. Paxton
Title: Director of Public HealthDepartment: Board of Health
Effective date of hire: May 8, 2023**New Hire:**Permanent: X Y N If temporary, estimated length of service: Hours per Week: 35 Union: NONE**Wages:**Union: NONEWages: Grade G Step 4 Wage Rate: \$68,957 (annual/ ~~hourly~~)

Notes:

Copies to:

____ Employee

____ Department

____ Board of Selectmen

____ Treasurer

____ Accountant

____ Retirement Board

____ Town Clerk

March 31, 2022

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

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

Mr. Bergeron:

Weston & Sampson is excited about the opportunity to assist the town of Montague with design and preparation of bidding documents to implement the repairs deemed most critical from MassDOT and Weston & Sampson inspections of 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. There is a weight restriction currently posted at the bridge.

In general, the overall approach for the work of this project will consist of developing a rehabilitation plan and construction documents to implement the most critical repairs and improvements presented in the latest MassDOT inspection report dated 11/13/2022 prepared by AI Engineers. These critical improvements should provide a 10-year service life at the current posted weight limit. In addition, our team will 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 channel during the low flow or shut down of the waterway channel by the utilities. Hence, we neither anticipate nor provide budget for geotechnical subsurface investigation, acquisition of any additional property, or Army Corps permitting. As observed during inspection of the piers, it was found that work will be needed on the structures within and/or near the waterway channel, a hydraulic analysis will not be required, and Weston & Sampson believes all the work can be performed during the utility week shut down of flow at the channel. The Town will need to coordinate with the utility company.

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

PROPOSED SCOPE OF SERVICES:

Task 1: 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

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 2: Semi Final Repair Drawing Documents

Based on the visual structural inspection conformation of MassDOT Inspection report, the project will proceed to semi-final design documents detailing areas of concrete and structural steel repairs at the existing steel truss and concrete substructure. The drawings shall consist of the following:

- Prepare Construction Drawings, consisting of:
 - Title Sheet
 - General Bridge Structure Plan, Elevation and Typical Section.
 - Pier Elevations with observed Deteriorated areas.
 - Concrete Repair Details, Bridge Bearing and Pedestrian Rail System Repair Details
 - Existing bearing plan with noted deterioration locations and repair details
- Prepare a preliminary quantity take-off and engineer's opinion of construction cost.
- Prepare technical specifications only (bidding and contract forms by Town).
- Identify anticipated permits required for implementation of the project.
- Attend one (1) virtual meeting with Town staff to resolve semi-final design comments.

Plan sheet, cross sections, and framing plans will be based upon images of existing as-built plans. The as-built plans will be screened / gray scaled to show existing conditions and more efficiently portray proposed work. The Semi-Final plans, when completed, will be sent electronically to the town for review and comment.

Task 3: 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 town's comments from semi-final design as deemed necessary. We will prepare the specifications conforming to the applicable standards and requirements of MassDOT.

The final plans will be assembled for submission.

Using the updated final plans and technical 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, technical specifications, and opinions of cost are reviewed.

Final design plans, technical specifications, 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 4: Bidding Assistance

Upon receipt of Chapter 85 approval from MassDOT and any required environmental permitting, Weston & Sampson will provide one hard copy original of the bid plans and technical specifications along with an electronic PDF copy. The Town will be required to develop the bid and contract forms based on the Town's standard documents and 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.

PROPOSED FEE

Weston & Sampson's proposed fee to conduct **Tasks 1 to 4**, inclusive, as described in the scope of services above is **\$22,250 (TWENTY-TWO THOUSAND TWO HUNDRED and FIFTY DOLLARS)**. The approximate breakdown of the costs per Task is listed in the table below.

Task	Lump Sum Fee
1. Permitting	\$5,000
2. Semi Final Design Submittal	\$12,200
3. Final Design, Specifications, Bid Documents, and Revised Opinion of Costs	\$1,550
4. Bidding Assistance	\$3,500
Total Lump Sum Fee:	\$22,250

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 this proposal, we will develop and send a formal contract for signature. Upon receipt of the signed contract, we will 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

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated December 8, 2022 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, **the amounts due WESTON & SAMPSON will be increased at the rate of 1.5% per month from said thirtieth day, and in addition**, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON's officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if

such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.

7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:

- a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
- b. Through its officials and other employees who have knowledge of pertinent conditions, confer

with WESTON & SAMPSON regarding both general and special considerations relating to the Project.

- c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
- d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
- e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
- f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
- h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
- i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
- j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.

8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.
9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.
11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

18. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force

majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

Approved by:

OWNER Name

Signature Date

Printed Name and Title



Stantec Consulting Services Inc.
5 Dartmouth Drive Suite 200, Auburn NH 03032-3984

April 12, 2023
File: 195189006

Attention: Mr. Walter Ramsey
Assistant Town Administrator
1 Avenue A
Turners Falls, MA 01376

Dear Mr. Ramsey,

Reference: South Ferry Road Bridge Replacement – Amended Scope

Per our recent discussion and your request, we are submitting to you for your review and approval a proposed amended scope of engineering services to perform engineering services for the final design and permitting assistance for the Town to construct the subject project. To date we have completed the following:

- Topographic and physical conditions survey.
- Subsurface investigation, including borings and a geotechnical report.
- FEMA flood plain assessment.
- Hydraulic modeling and performed associated calculations for the existing conditions.
- Hydraulic modeling and performed associated calculations for potential proposed conditions for the sizing of the crossing replacement.
- Culvert/Structure Sizing and preliminary scour abatement sizing
- Sized the proposed bypass for construction (method to be confirmed with the Town)

Based on the work completed to date, we recommend the following scope to prepare a plan set for permitting, for the Town to purchase materials for construction and for the Town to construct the project.

(Remaining) Preliminary Engineering:

- Create a Hydraulic and Hydrologic Report for Permitting.

Preliminary Design:

- Create a 25% conceptual level site plan (assumed 1-plan sheet) for Town review.
- Create a project specific Notes Sheet for the Project (Assumes 3 plan sheets).
- Create a Layout Plan for Construction (Assumes 1 plan sheet).
- Create a Roadway and Channel Plan and Profile for Construction (Assumes 2 plan sheet).
- Create Construction Details for the Project (Assumes 4 plan sheets).

Reference: South Ferry Road Bridge Replacement – Amended Scope – Amended Scope

- Create box culvert details for Construction (Assumes 3 plan sheets).
- Prepare an opinion of probable construction costs based on input from the Town.
- Submit to the Town 90% plans for review and comment prior to proceeding with permitting and updates for Construction ready plans.

Permitting & Agreements

- It is our understanding the project currently has been submitted and previously approved by the Montague Conservation Commission and MADEP. Given this, the permitting scope of work assumes that the proposed final design will require a permit amendment and not a complete permit submittal.
- Prepare a package for submittal and assist the Town in submitting for an amendment to the existing Order of Conditions for the project (Assumes 2 Cons Com Meetings).
- Prepare a package for submittal and assist the Town in submitting for a (United States Army Corps of Engineers) USACOE permit as a self-verifying project.
- Assist the Town with obtaining temporary easements for the construction of the project.
- Assist the Town with obtaining Article 97 land (upstream and downstream properties) minor modification approvals for the construction of the project.

Final Design

- Update plans and specifications for construction based on feedback received from the Town.
- Assist the Town with getting pricing, reviewing shop drawings, and purchasing the box culvert and guardrail rail for the project.

Assumptions

- Based on our discussions and coordination with MassDOT we understand that there a Chapter 85 submission and associated MassDOT review is not required for this size crossing.
- Since the project was previously permitted to the Cons Com and MADEP, it is assumed that an amendment to the existing permit will be acceptable.
- Based on previous discussions it is understood that the project is not anticipated to be constructed in 2023.
- Temporary easement for the installation of the proposed crossing will be obtained by the Town.
- Article 97 property amendment approval will be obtained by the Town and/or their legal counsel.
- Construction monitoring / inspection during construction, if deemed necessary/required by the Town would be perform under a separate agreement.

Based on this scope of work we anticipate the following schedule for the project:

- April 30, 2023 Create Hydraulic and Hydrologic Report
- May 14, 2023 Create 25% Concept Plan for DPW Review

Reference: South Ferry Road Bridge Replacement – Amended Scope – Amended Scope

- May 24, 2023 Town to Review and Comments on 25% Design
- July 21, 2023 Submit 90% Plans for Town Review
- August 4, 2023 Town to Review and Provide Comments on 90% Design
- August 14, 2023 Submit for Order of Conditions Amendment Approval
- September 14, 2023 Submit for USACOE for Permitting
- December 14, 2023 Assumed All Approvals in Hand for Construction
- January 7, 2024 Stantec to assist the Town with requesting pricing for the Box culvert and
- June 1, 2024 Town to Obtain Access Agreements and Article 97 Approval
- July 8, 2024 *Construction*

As of the date of this letter there is approximately \$44,000 remaining budget to complete the project design for construction. Stantec can perform this amended scope of engineering services, as described, within the remaining available funds for the contract. If the Town would like Stantec to provide construction administration and construction monitoring services during construction. Those services can be added to the contract by an amendment in advance of the construction.

Should you have any questions or require and additional information free to contact us.

Respectfully Submitted,

Stantec Consulting Services, Inc.



Bryan Ruoff, PE

Associate

Phone: 603-206-7548

Fax: 603-669-7636

Bryan.Ruoff@stantec.com

cc Tom Bergeron, Town of Montague, MA
Rene LaBranche, Stantec



Office of the Selectboard
Town of Montague
One Avenue A
Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108
FAX (413) 863-3231

To: Selectboard
From: Walter Ramsey, Assistant Town Administrator
Date: April 13, 2023
Re: ARPA Spending Strategy Proposal

Montague's \$2,454,622 in ARPA funds are required to be encumbered by 12/31/24 and spent by 12/31/2026. To date, the Selectboard has encumbered the following expense:

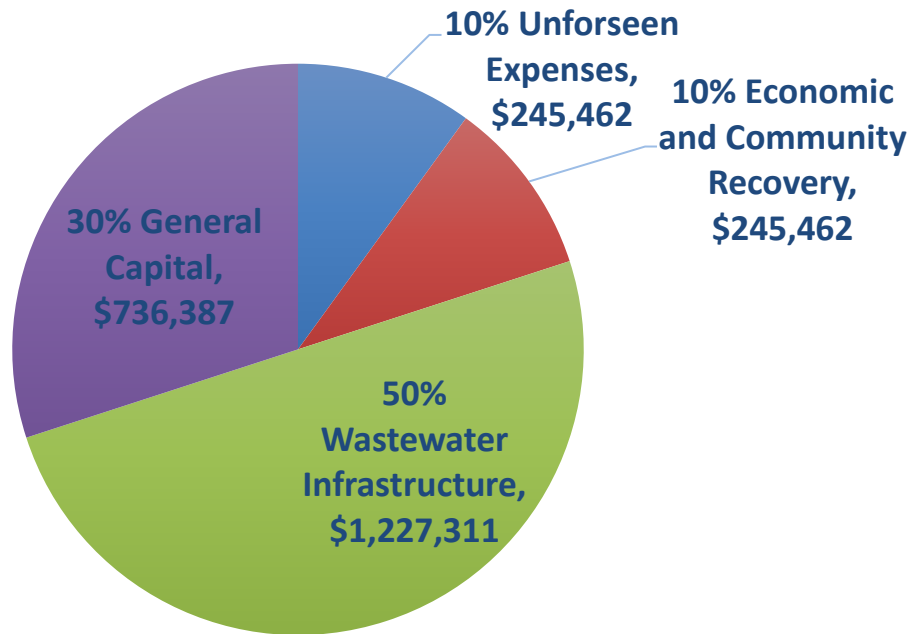
- \$709,381 on Wastewater infrastructure related projects
- \$91,800 toward downtown and economic recovery expenditures
- \$18,450 on public health needs

The total amount encumbered is \$819,631, which leaves approximately \$1,580,369 in unencumbered funds.

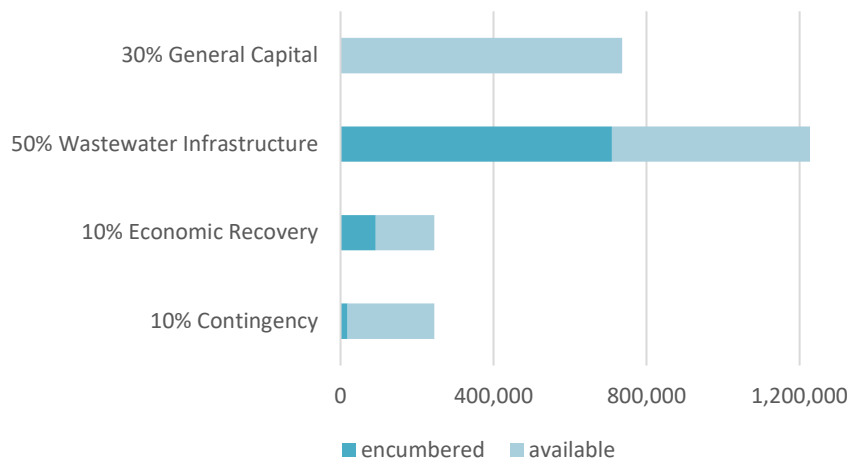
PROPOSED Targeted Spending Distribution

The following framework for a spending distribution strategy is proposed in an effort to efficiently and effectively distribute the ARPA funds in accordance with the parameters previously discussed by the Selectboard over the last 18+ months, as well as the general purposes of the ARPA funding program. The categories and funding distribution among them may be adjusted at the discretion of the board, however these figures are recommended as a starting point. This framework was refined over the last month with consultation between the chair of the CIC Greg Garrison, SB member Matt Lord, TA Steve Ellis and ATA Walter Ramsey.

Targeted Spending Distribution



Spending Toward Targets



Unforeseen Expense Category- Funds set aside for the purpose of funding unanticipated expenses. This can be used to address unknown expenditures or to allow the town to take advantage of timely and novel opportunities that may emerge over the next 12-18 months. Recommend at 10% of ARPA which equates to \$245,462. The Selectboard will need to encumber funds from this spending category by 12/31/24.

Economic and Community Recovery Category- Funds set aside for the purpose of funding economic and community recovery related projects. Previously approved expenditures in this category include trash receptacles, streetscape design, holiday lights, parking signs. Potential expenditures from this category would be Falls Festival support, social service agency gap funding, cultural council funding, public art implementation, etc. Expenditures would be at the discretion of the Selectboard. Recommend at 10% of ARPA which equates to \$245,462. Current expenditures from this category are \$91,800, leaving \$153,662 available for expenditure.

Wastewater Infrastructure Category- Funds set aside for the purpose of funding Clean Water Facility and sewer collection system infrastructure. Current expenditures in this category include the vector truck, Montague City Road emergency sewer repair, engineering for wastewater collection and engineering for the screw pump replacement project. Recommend at 50% of ARPA which equates to \$1,277,311. Current expenditures from this category are \$709,381, leaving \$517,930 available.

The Board has two options on how to spend in this category:

- A) Fund Wastewater related ATM Capital projects: Septage Station (\$264,000), Operations Building Boiler (\$113,000), and rough terrain vehicle (\$25,000). That would total \$402,000 out of \$517,930 available to spend. These projects have been vetted by CIC and are ready to proceed in FY24.
- B) Fund implementation of Combined Sewer Overflow Long Term Control Plan Priority Action Item or continue the sewer re-lining program. Either of these projects can be scaled to the funds available. Either of these projects would require an engineering phase. The CSO work could potentially leverage outside grant funding.

Our recommendation is to fund the ATM capital projects shown in option A. This strategy would offset the budgetary impact of the Screw Pump Project and free up capital spending capability at the Clean Water Facility for known future needs.

General Capital Project Category- Funds set aside for the purpose of addressing capital needs requested by Town Departments. These funds are not earmarked specifically for wastewater. Recommend at 30% of ARPA which equates to \$736,387.

Knowing that there are more potential projects than funds available, we propose that the Selectboard, in concert with the Capital Improvements Committee, utilize a project ratings criteria to score potential projects. Both the Selectboard and the CIC members would score the projects and the two boards would convene in joint session to identify consensus on the priority project(s) to advance with ARPA funding.

Proposed Capital Project Rating Criteria:

ARPA Project Ratings Criteria		# of Points
E	Is required by federal or state law (regulatory compliance)	0-2
F	Timeliness/ Urgency of the project	0-2
A	Return on Investment. Is there a financial benefit to the town?	0-2
B	Project Complexity/Readiness to Proceed	0-2
C	Project will leverage external funding	0-2
D	Environmental and Health Benefit	0-2
	Max score	12

List of Capital Projects that have been proposed

Potential Capital Projects	Project Cost	Grant Funds Potential
DPW Roof Solar	\$ 770,000	232,000
Montague Center Park Improvements	\$700,000 to \$1M	500,000
Town Hall Annex Meeting Room and ADA Bathrooms	\$ 500,000	0
Town Hall Annex Roof Solar	\$ 200,000	61,653
Town Hall Parking Lot Reconstruction	\$ 200,000	50,000
Montague Center Town Hall Roof Replacement	\$ 200,000	0
Montague Center Town Hall Storm Windows	\$ 150,000	0
Industrial Boulevard Gaurd rail and markings	\$ 100,000	0
Message Board Signs (2)	\$ 37,550	0

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

FirstLight MA Hydro LLC
Northfield Mountain LLC

Project No. 1889-085
Project No. 2485-071

NOTICE OF SETTLEMENT AGREEMENT AND SOLICITING COMMENTS

(April 7, 2023)

Take notice that the following settlement agreement has been filed with the Commission and is available for public inspection.

- a. Type of Application: Settlement Agreement
- b. Project Nos.: 1889-085 and 2485-071
- c. Date Filed: March 31, 2023
- d. Applicant: FirstLight MA Hydro LLC and Northfield Mountain LLC (collectively FirstLight)
- e. Name of Projects: Turners Falls Hydroelectric Project and Northfield Mountain Pumped Storage Project (collectively, projects)
- f. Location: The existing projects are located on the Connecticut River in the counties of Windham, Vermont; Cheshire, New Hampshire; and Franklin, Massachusetts. There are approximately 20 acres of federal land within the current Turners Falls Project boundary, associated with the U.S. Geological Survey's Silvio Conte Anadromous Fish Laboratory. There are no federal lands within the Northfield Mountain Project boundary.
- g. Filed Pursuant to: Rule 602 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.602.
- h. Applicant Contact: Alan Douglass, Regulatory Compliance Manager, FirstLight MA Hydro LLC and Northfield Mountain LLC, 99 Millers Falls Road, Northfield, MA 01360; (413) 659-4416 or alan.douglass@firstlightpower.com.
- i. FERC Contact: Steve Kartalia, (202) 502-6131, stephen.kartalia@ferc.gov.
- j. Deadline for filing comments: **May 7, 2023**. Reply comments due **May 22, 2023**.

The Commission strongly encourages electronic filing. Please file comments using the Commission's eFiling system at <http://www.ferc.gov/docs-filing/efiling.asp>. Commenters can submit brief comments up to 6,000 characters, without prior registration, using the eComment system at <http://www.ferc.gov/docs-filing/ecomment.asp>. You must include your name and contact information at the end of your comments. For assistance, please contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY). In lieu of electronic filing, you may submit a paper copy. Submissions sent via the U.S. Postal Service must be addressed to: Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission, 888 First Street NE, Room 1A, Washington, DC 20426. Submissions sent via any other carrier must be addressed to: Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission, 12225 Wilkins Avenue, Rockville, Maryland 20852. The first page of any filing should include docket numbers **P-1889-085 and P-2485-071**.

The Commission's Rules of Practice require all intervenors filing documents with the Commission to serve a copy of that document on each person on the official service list for the project. Further, if an intervenor files comments or documents with the Commission relating to the merits of an issue that may affect the responsibilities of a particular resource agency, they must also serve a copy of the document on that resource agency.

k. FirstLight filed the Settlement Agreement for the projects' relicensing proceedings, on behalf of itself, the National Marine Fisheries Service, U.S. Fish and Wildlife Service, Massachusetts Division of Fisheries and Wildlife, Nature Conservancy, American Whitewater, Appalachian Mountain Club, Crabapple Whitewater, Inc., New England FLOW, and Zoar Outdoor. The purpose of the Settlement Agreement is to resolve, among the signatories, relicensing issues related to fish passage, flows for the fishery, ecological conservation, recreation, and protected, threatened, and endangered species. The Settlement Agreement includes proposed license articles that reflect agreement among the parties concerning the recommendations, terms, conditions, and fishway prescriptions to be submitted to the Commission pursuant to sections 10(a), 10(j), and 18 of the Federal Power regarding these topics. FirstLight requests, and the Settlement Agreement includes a proposed term of 50 years for any new licenses issued for the projects. FirstLight requests that the Commission accept and incorporate all of the proposed license articles in any new licenses for the projects, and issue new licenses for terms of 50 years.

l. A copy of the Settlement Agreement may be viewed on the Commission's website at <http://www.ferc.gov> using the "eLibrary" link. Enter the docket number, excluding the last three digits, in the docket number field to access the document (i.e., P-1889 and P-2485). At this time, the Commission has suspended access to the Commission's Public Reference Room, due to the proclamation declaring a National Emergency concerning

the Novel Coronavirus Disease (COVID-19), issued by the President on March 13, 2020. For assistance, contact FERC Online Support.

You may also register online at <http://www.ferc.gov/docs-filing/esubscription.asp> to be notified via email of new filings and issuances related to this or other pending projects. For assistance, contact FERC Online Support.

Kimberly D. Bose,
Secretary.

Montague Congressionally Directed Spending Request Among Senator Warren and Senator Markey FY24 Federal Budget Priorities

Montague Sewer Collection System and Clean Water Facility Improvements

Montague's request for \$2M to support improvements to our collection system and clean water facility to reduce the incidence of combined sewer overflow (CSO) events has won the support of Senators Elizabeth Warren and Edward Markey, and are expected to be submitted for funding as part of their FY24 federal budget requests for Congressionally Directed Spending. If approved, this project would be funded as a grant. A full list of projects she is advancing appears at the following link. Montague's request is excerpted and appears below.

<https://www.warren.senate.gov/congressionally-directed-spending-requests-fy2024>

Project Name: Montague Sewer Collection System and Clean Water Facility Improvements

Amount Requested: \$2,000,000

Intended Recipient: Town of Montague

Location: Turners Falls, Franklin County, MA

Project Purpose: The Town of Montague has two separate sewer systems; Millers Falls and Turners Falls. The Turners Falls sewer system conveys sewage to the Montague Clean Water Facility (CWF) where it is treated before being discharged to the Connecticut River. The Turner's Falls sewer system is a combined sewer system containing three combined sewer overflow (CSO) structures located at 7th and L Streets, Avenue A, and Greenfield Road.

Ordinarily, some stormwater is sent to the CWF before it is discharged into the Connecticut River. However, during high rainfall events, the treatment plant cannot process all of the combined wastewater. Combined sewer overflows (CSOs) were built to deal with this excess wastewater, essentially bypassing the treatment plant.

The Town of Montague was issued an Administrative Order (CWA-AO-R01-FY20-31) from the U.S. Environmental Protection Agency (EPA) on June 11, 2020, addressing compliance with its National Pollutant Discharge Elimination System (NPDES) permit (No. MA0100137) to meet numeric effluent limitations and minimize Combined Sewer Overflows in the Turners Falls Wastewater Collection System. The Administrative Order specifically brought attention to "excursions of the water quality criterion for E. coli bacteria in the Connecticut River" from untreated combined sewage that was discharged from CSO outfalls between 2018 and 2019 and required an update to the Town's CSO LTCP.

The proposed project will remove excessive infiltration/inflow from the Turners Falls sewer collection system, minimize Combined Sewer Overflows and sanitary sewer overflow (SSO) volumes in the Turners Falls sewer collection system, implement short-term and immediate recommendations for the Turners Falls sewer collection system being written into the CSO Long-Term Control Plan Update, due to the EPA by June 30th, 2023, and maximize the use of existing infrastructure in the Turners Falls sewer collection system to minimize CSOs.



Mr. Steven Ellis
 Town Administrator
 Town of Montague
 1 Avenue A
 Turners Falls, MA 01376

April 10, 2023

Dear Mr. Ellis:

Thank you for your March 28 correspondence requesting specific documentation from Trinity Health Senior Communities regarding artifacts from Farren Care Center. I hope that the following responses will be helpful; please do not hesitate to follow up in the event that you need more information.

- All of the religious artifacts from the Chapel were donated to Thomas Aquinas College in Northfield, MA, as was the small statue of the Blessed Virgin Mary that was in the Kitchen.
- The stained glass in the Chapel was removed and donated to Thomas Aquinas College in Northfield, MA for future use.
- Four of the Chapel pews are stored in the house at 356 Montague City Road; the remaining pews are in the detached garage. The family has expressed interest in some of them and some may be available to donate to the Town.
- The stained glass from the Chapel narthex transom was removed and will be stored in the detached garage for the Farren Family.
- The large front stained glass of the 1900 Building was removed and will be stored in the detached garage. If the Historical Society or Town has interest, we will consider donating them accordingly.
- The two exterior statues in the front of the 1900 Building (one by the flagpole, one on the front entry roof) will be removed and stored in the detached garage.
- Our goal is to not disturb any of the exterior plaques and dedications that have not been removed yet by interested parties during the demolition (if possible). If something has to be disturbed for preservation purposes during demolition, we will set it aside and/or store it in the detached garage.
- There are no distinguishable/remarkable railings in the building. Some are of substantial size, but none are ornate nor of historical significance.
- We will make every attempt to save as many trees as possible, but the plan is to pile up the debris for sorting and processing, which will require a sizeable laydown area.

- We intend to save about two pallets of the 1900 bricks for the Town; our demo subcontractor has salvage rights to all others.
- The two front pillars on the Montague City Road are to remain.
- We intend to leave the Montague City Road stone wall in place. Does the Town wish to change this?

As we complete the abatement process and move toward obtaining a demolition permit from the Town, we will share the appropriate documentation with the Building Commissioner as requested. Thank you for your continued collaboration and communication with us.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric M. Dana", with a long horizontal flourish extending to the right.

Eric M. Dana
Vice President of Operations

FORM FOR GENERAL BID

MGL c.149 Over \$150K

TO THE AWARDING AUTHORITY: Town of Montague

A. The Undersigned proposes to furnish all labor and materials required for **Roof Replacements, Shea Theater and Colle Building** in Turners Falls, Massachusetts, in accordance with the accompanying plans and specifications prepared by **HELENE-KARL Architects, Inc.** for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered: 0 issued

C. The proposed contract price is:

Three Hundred Ninety-seven Thousand Dollars \$397,000.00.

D. The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Rockwell Roofing Inc.

FORM FOR GENERAL BID

MGL c.149 Over \$150K

TO THE AWARDING AUTHORITY: Town of Montague

A. The Undersigned proposes to furnish all labor and materials required for **Roof Replacements, Shea Theater and Colle Building** in Turners Falls, Massachusetts, in accordance with the accompanying plans and specifications prepared by **HELENE-KARL Architects, Inc.** for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered: 0 issued

C. The proposed contract price is:

Three Hundred Ninety-four Thousand Dollars \$394,000.00.

D. The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Cape Cod Builders

FORM FOR GENERAL BID

MGL c.149 Over \$150K

TO THE AWARDING AUTHORITY: Town of Montague

A. The Undersigned proposes to furnish all labor and materials required for **Roof Replacements, Shea Theater and Colle Building** in Turners Falls, Massachusetts, in accordance with the accompanying plans and specifications prepared by **HELENE-KARL Architects, Inc.** for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered: 0 issued

C. The proposed contract price is:
Two Hundred Five Thousand Dollars \$205,000.00.

D. The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Triumph Roofing Inc.

