

MONTAGUE SELECTBOARD MEETING
Town Hall, 1 Avenue A, Turners Falls, MA 01376
Monday, July 18, 2022

Join Zoom Meeting: <https://us02web.zoom.us/j/82603606935>

Meeting ID: 826 0360 6935 Password: 264744 Dial into meeting: +1 646 558 8656

This meeting/hearing of the Selectboard will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

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

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve minutes of July 11, 2022
3. 6:31 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:33 Personnel Board
 - Appoint Noah Diamond, CWF Laboratory Manager, NAGE Grade D, Step 2, effective 8/1/2022 (Internal bid on open position)
5. 6:35 Chris Williams, Police Chief
 - Execute Agreement with the Franklin County Sheriff's Office for Regional Dog Shelter Services for FY23 – FY26
6. 6:40 Tom Bergeron, DPW Superintendent
 - Execute contract amendment with Wright Pierce for Sewer Collection System Study GIS Map Integration, not to exceed \$10,000
 - Execute DEP Certification for the Operation of a Transfer Station
 - Execute MOU's with F.C. Solid Waste Management District
 - Transfer Station Hauling
 - Sludge Hauling
 - Transfer Station Inspection
 - HHW Collection
7. 6:50 Jon Dobosz, Parks and Recreation Director
 - Entertainment License: Night Skates with DJ at Unity Skatepark, July 30 and August 27, 2022
8. 6:55 Marcy Gregoire, Nice Snack Parlor, 147 2nd Street, Turners Falls
 - Roller Skate Festival on July 23, 2022, 2:00 PM to 9:00 PM
 - Roller Skating on Friday nights in August 4:00 PM – 8:00 PM, (8/5, 12, 19, 26)
 - Use of public property: Block Road in front of 147 2nd Street
 - Entertainment License

MONTAGUE SELECTBOARD
1 Avenue A and via ZOOM
Monday, July 18, 2022

9. 7:05 David Detmold, Tree Advisory Committee
- Emerald Ash Borer (EAB) update and action plan
10. 7:15 Presentation of findings and recommendations of the Downtown Turners Falls Parking Study presented by Stantec
11. 7:45 Walter Ramsey, Town Planner
- Sandy Lane Solar/Burn Dump Capping updates and budget review
 - 5th and Canal Street Intersection project status review
 - Consider offer from Nolumbeka Project to purchase original painting titled “Peskeompskut” by Robert Peters for public display at Town Hall using FirstLight Community grant funds
12. 8:00 Town Administrator’s Business
- Review and adopt Business Meals Schedule
 - Town Hall Roof – Revisit Asphalt vs. Metal Option
 - Town Hall Roof Agreement with Helene Karl Architects for Procurement, Specifications and Project Oversight (Shingle Option)

Other

- Next Selectboard Meeting: August 3, 2022 at 5:00 PM. If all business cannot be conducted in a timely manner on this date, there will be a meeting on Monday, August 1, 2022

4A

Town of Montague
Personnel Status Change Notice

Authorized Signature: _____

Employee # 1994

General Information:

Full name of employee: <u>Noah Diamond</u>	Department: <u>CWF</u>
Title: <u>Laboratory Manager</u>	Effective date of change: <u>8/01/2022</u>

New Hire:

Permanent: <input type="checkbox"/> Y <input type="checkbox"/> N	If temporary, estimated length of service: _____
Hours per Week: _____	Union: _____
Pay: Grade _____ Step _____	Wage Rate: _____ (annual/ hourly)
Board Authorizing: _____	Date of Meeting: _____

Grade/Step/COLA Change:

Union: <u>NAGE</u>
Old Pay: Grade <u>B</u> Step <u>4</u> Wage Rate: <u>19.27</u> (annual/hourly)
New Pay: Grade <u>D</u> Step <u>2</u> Wage Rate: <u>21.41</u> (annual/hourly)
Notes: <u>Internal bid on open position</u>

Termination of Employment:

Resignation: _____	Layoff: _____	Involuntary Termination: _____
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Other:

_____ Unpaid Leave of Absence	Termination Date: _____
_____ Unpaid Sick Leave	Termination Date: _____
_____ Other/Specify: _____	Termination Date: _____

Copies to:

_____ Employee	_____ Department	_____ Board of Selectmen
_____ Treasurer	_____ Accountant	_____ Retirement Board

Lab Manager Speed Letter

Noah Diamond <wpcf.lab@montague-ma.gov>

Tue 7/12/2022 10:46 AM

To: Chelsey Little <WPCF.SUPT@montague-ma.gov>

Chelsey,

I would like to officially put in my bid for the lab manager position at the Montague Clean Water Facility. Due to my experience, qualifications and attitude, I think that I would make a valuable addition to the team, and continue to run the lab in an efficient manner.

Sincerely,

Noah Diamond

RECEIVED

JUL 12 2022

BY: 

Internal Notice: Job Posting

Posting Period: July 12-July 20, 2022

Where: Montague CWF

Position: Laboratory Manager, NAGE D

Job Description:

Position performs skilled, technical, and responsible work in the operation and maintenance of a chemical and bacteriological laboratory for the Clean Water Facility, wastewater pump stations, and industrial users under the direction of the Superintendent. Responsibilities include ensuring the treatment plant is operating at maximum efficiency through data analysis and must be able to communicate this information to the Foreman and Superintendent to stay within permit constraints. The Laboratory Manager will spend a significant amount of time in the laboratory processing samples and conveying results to superiors.

Minimum Requirements:

Bachelor of Science Degree in Environmental Science, Chemistry, Biology, or related field, and recommended 3 to 5 years of relevant experience or any combination of education and experience that provides the required knowledge and skills enabling performance of all aspects of the position is qualifying.

Additional Requirements

A minimum of a Grade 5C Mass Wastewater license or the ability to acquire a license in the first year of employment.

Regular hours of operation are typically Mon-Fri 0600-1500

Please direct all inquiries or bids to Chelsey Little, Superintendent of Wastewater.

Plant phone # 413-773-8865 or email at wpcf.supt@montague-ma.gov

WendyB-Montague Selectboard

Subject: FW: FY23 Kennel Contract info
Attachments: Contract Attachment 2b.pdf; Contract Attachment 2a.pdf; Contract Attachment 1.pdf; Master Agreement 2020-wm.pdf

From: Kyle Dragon
Sent: Monday, July 11, 2022 1:23 PM
Subject: FY23 Kennel Contract info

Good Afternoon all,

Couple quick things....

Apologies I forgot to attach the attachments referenced in the contract for the Dog Kennel. Please find them attached below.

Also I wanted to bring to your attention that the dog shelter has made some changes to the Dog Kennel Contract. I am going to outline the highlights that I know of, however I am also attaching a copy of the old contract for your own comparison should you choose.

1) Section 1B (d): Has been changed from:

"The daily fee for 'dangerous dog' and 'cruelty' case dogs is \$50.00 per day." to read....

"The daily fee for case dog(s) shall not be more then \$50.00 per day, per dog"

Note: Case implies Law Enforcement and legal cases. The purpose of this was to allow the shelter to be able to charge board fee on a sliding scale and not be locked in at \$50. day by the contract. This is also echoed in Section 2B (D).

2) Section 2B (F): Was added in the new version of the contract.

"The FCSO Regional Dog Shelter is a short-term holding facility. After ten (10) Days, the town shall be responsible for finding alternative housing for the dog(s). Following the conclusion of day 10, the town may be invoiced for the daily care of the dog(s) at an amount of not more than \$50.00 per day, per dog."

Note: It is the understanding of the dog shelter and the Sheriff's Office that the town may be unable to secure "alternative housing". The purpose of this was to clarify in writing that we are not a long term boarding facility and to also allow the shelter to charge a reasonable board fee and not be locked in at \$50.00/day per dog.

If you have questions, please feel free to reach out to Director Colucci at the Dog Shelter. 413-676-9182

-Kyle

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Kyle P. Dragon
Animal Control Officer
Franklin County Sheriff's Office
160 Elm Street, Greenfield, MA 01301

Phone: (413) 768-0983

Fax: (413) 863-5491

Commonwealth of Massachusetts

Office of the Sheriff

FRANKLIN COUNTY

CHRISTOPHER J. DONELAN
SHERIFF



LORI M. STREETER
SUPERINTENDENT

**Agreement by and between
the
Franklin County Sheriff's Office
and the
Town of MONTAGUE**

Regional Dog Shelter Services

This agreement, by and between the **Franklin County Sheriff's Office** (hereafter the "**Sheriff's Office**") and the Town of MONTAGUE (hereafter the "**Municipality**"), covers the provision of dog control services as detailed in the following agreement for the period of FY 23 through FY 26 for the Municipality. Collectively, the Sheriff's Office and the Municipality are referred to as the "**Parties**".

Section 1A Regional Dog Shelter Services – Responsibilities of the Sheriff's Office

The Sheriff's Office shall provide the following general administrative and support services for the purpose of dog control in the municipalities:

- A. Employ a Regional Dog Shelter Director. Said Director must be a Deputy Sheriff and certified as an Animal Control Officer by the Animal Control Officers Association of Massachusetts. The program Director will, among other duties, work with Animal Control Officers and other Law Enforcement entities, maintain safety and wellbeing of the Shelter dogs, recruit volunteers, work with minimum security prisoners, conduct community outreach, place dogs needing adoption, return stray dogs to owners, seek grants, and solicit food and other material donations;
- B. Follow the provisions of applicable laws and regulations, as they may be amended from time to time, in the provision of such dog control services and in provision of all other services set forth herein;
- C. Employ, train, and supervise all necessary personnel to perform the services required by this Agreement;
- D. Maintain an office and provide a well-maintained kennel, food, water, and exercise for dogs in the kennel. Such office shall be open to the public. The Sheriff's Office shall maintain all field equipment necessary for its dog control functions in good repair and maintain all current licenses and registrations required by State law;
- E. Provide adoption services for dogs unclaimed after seven days in the Shelter to place in a good home. Adoption fees will be set by the Sheriff's Office;
- F. Collect and track fees from dog owners, and number of dogs from each municipality;
- G. Collect an annual assessment from each municipality;
- H. Provide the Municipality with annual reports concerning the Sheriff's Office's performance

under this Agreement and hold annual meeting for all interested parties.

Section 1B Regional Dog Shelter Services – Law Enforcement and Legal Cases

- A. Dogs that enter the Shelter deemed by the town or court as 'dangerous dog' or quarantine cases will be transferred to an appropriate facility on a case-by-case basis. The contracted town(s) and the Shelter will work together to place the dog in the appropriate setting;
- B. Dogs that enter the Shelter as a result of an animal cruelty case will be assessed on a case-by-case basis and be placed in a setting based on the needs of the dog(s). **(See Attachment #1)**;
- C. For 'cruelty' cases, the Shelter will work with the arresting authority to petition the court for a security bond as established in MGL chapter 272, Sec 104;
- D. The daily fee for case dog(s) shall not be more then \$50.00 per day, per dog.

Section 2A Regional Dog Shelter Services – Responsibilities of Each Municipality

The Municipality shall provide dog-related services not provided by the Franklin County Sheriff's Office that include, but are not limited to, the following:

- A. Handle dead dogs;
- B. Handle neighborhood disputes involving dog complaints;
- C. Investigate and enforce any dog cruelty, abandonment, or protective custody cases in the Municipality;
- D. Provide all documentation including, but not limited to, Court Orders and Police Reports for each court ordered, cruelty or incarcerated owner case. The Shelter will be updated on any and all legal activity by the Law Enforcement entity involved;
- E. All reported bites will be investigated by Law Enforcement; Municipal Animal Inspectors will order quarantine of biting dogs pursuant to State guidelines;
- F. Appear in court in connection with any criminal enforcement or civil hearing;
- G. Provide and administer municipal dog licenses and collect related fees and fines;
- H. Other duties not provided by the Sheriff's Office.

Section 2B Regional Dog Shelter Services – Law Enforcement and Legal Cases

- A. Dogs that enter the Shelter deemed by the town or court as 'dangerous dog' or quarantine cases will be transferred to an appropriate facility on a case-by-case basis. The contracted town(s) and the Shelter will work together to place the dog in the appropriate setting;
- B. Dogs that enter the Shelter as a result of an animal cruelty case will be assessed on a case-by-case basis and be placed in a setting based on the needs of the dog(s). **(See Attachment #1)**;
- C. For 'cruelty' cases, the Shelter will work with the arresting authority to petition the court for a security bond as established in MGL chapter 272, Sec 104;
- D. The daily fee for dog(s) shall not be more than \$50.00 per day, per dog;
- E. In the event that the arresting authority needs to place a dog(s) at the Shelter as a result of an arrest an owner, the authority will provide the owner with the Shelter's information to reclaim the dog(s). **(See Attachments # 2a & 2b)**.
- F. The FCSO Regional Dog Shelter is a short-term holding facility. After ten (10) Days, the town shall be responsible for finding alternative housing for the dog(s). Following the conclusion of day 10, the town may be invoiced for the daily care of the dog(s) at an amount of not more

than \$50.00 per day, per dog.

Section 3 Consideration

- A. In consideration for the Sheriff's Office performance of the duties listed herein, the Sheriff's Office will retain all fees paid directly to the Regional Dog Shelter. Dog retrieval fees and dog kenneling fees will be set by the Sheriff's Office.
- B. An annual assessment based on the most recent US Census population figures will be paid by each Municipality to the Sheriff's Office for capital and operating needs of the Regional Shelter. The annual municipality assessment for the term covered by this agreement will be as follows:
 - I. Population under 2000 - \$350
 - II. Population between 2000 and 4,999 - \$500
 - III. Population between 5000 and 9,999 - \$800
 - IV. Population 10,000 and over - \$1,250

Section 4 Agreement

- A. This agreement may be amended in whole or in part by the Sheriff's Office.
- B. It is the intention of the parties that the relationship of the Sheriff's Office to the Municipality in the course of the performance of its duties pursuant hereto is that of an independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Sheriff's Office as a partner, joint venture, agent or employee of the Municipality. The Sheriff's Office, as an independent Contractor, shall be solely responsible for the hiring, discipline and management of the Sheriff's Office employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. The Sheriff's Office and the Municipality shall not be construed as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.
- C. If, at any time during the term of the Agreement, the Sheriff's Office, in the reasonable discretion of the Municipality: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, the Municipality shall have the right to terminate the Agreement upon written notice to the Sheriff's Office.
- D. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the Sheriff and by the Selectboard or mayor, as appropriate.
- E. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of the Parties. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by the Parties as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
- F. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- G. This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles.

Section 5 Term

This Agreement shall be in effect for a period of three (3) years subject to the termination rights of each party as provided herein. At the end of term, any successor Agreement must receive the necessary statutory authorizations.

Section 6 Termination and Default

- A. This Agreement shall terminate on the date specified in the Agreement unless terminated or suspended under this section upon prior written notice. A party may terminate or suspend its participation in this Agreement without cause and without penalty if the other party breaches any material term or condition or fails to perform or fulfill any material obligation required by the Agreement, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of the Agreement, or in the event of an unforeseen public emergency mandating immediate action. Upon immediate notification to the other party, neither party shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.
- B. Any party may be declared in default of this Agreement by a majority of the designated representatives of the remaining parties if that party has materially breached this Agreement and will be deemed terminated as a party to the Agreement.

Section 7 Indemnification

In agreeing to this indemnification paragraph, the Sheriff's Office does not waive statutory and other liability cap protections provided by MGL Chapter 258. To the extent permitted by law, the Sheriff's Office agrees to indemnify and hold harmless the others against any and all liabilities, claims, actions, suits, demands, damages, judgments, losses, costs or expenses, including attorney's fees, arising out of dog control services provided under this Agreement and MGL Chapter 258.

Section 8 Dispute Settlement

In the event any disputes or questions arise between the parties as to the interpretation of the terms of the Agreement or the satisfactory performance by any of the parties of the responsibilities provided for in the Agreement, a meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute. If a resolution to the dispute cannot be reached, both parties shall work with mediation to resolve the conflict. If, following mediation, either party is not satisfied with the outcome that party may choose to go to court.

Section 9 Notices

Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via United States mail, postage paid, to:

Franklin County Sheriff's Office
ATTN: Gabi Trudeau
10 Sandy Lane
Turners Falls, MA 01376

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

Christopher J. Donelan, Sheriff

Town of Montague

Address 1 Avenue A

Turners Falls, MA 01376

Authorized Signature _____

Printed Name Richard J. Kuklewicz

Date _____



Transportation of Domestic Animal by Police or ACO

Date: _____ Arrest _____ Medical _____ Other: _____

**NOTICE: Your dog has been transported by the police or Animal Control Officer(ACO) to the FRANKLIN COUNTY REGIONAL DOG SHELTER, 10 Sandy Lane, Turners Falls, MA 01376, Phone (413) 676-9182
Hours of Operation: Mon-Thurs: 9:00 am – 2:00 pm/Fri & Sat: 9:00 am –1:00 pm**

- 1) There is a \$20.00 per day charge for boarding. Extra charges will apply for aggressive or medical needs for the dog.
- 2) All dogs must be up to date on rabies shots and current dog license/registration **before** being picked up by owner. Please bring proof of immunization and license.
- 3) **DOG INFORMATION:**

Name of Dog	Sex	Breed	Color	Weight	

Are there any special concerns about your dog the Shelter needs to know about? (i.e. medical conditions, food allergies, etc.) If so, please explain:

Is the dog aggressive: ___Yes ___No Explain: _____

4) DISPOSITION OF UNCLAIMED DOGS:

Any dog which has been impounded and transported to the Franklin County Regional Dog Shelter by the police officer or Animal Control Officer that **has not been reclaimed within 7 days** will become the property of the Shelter.

Owner of Dog/Caretaker Signature

Name of Officer Requesting Transport

Animal Control Officer



Fact Sheet for Dog Shelter Care for dogs whose owners are incarcerated at the Franklin County Jail

If your dog was transported to the Franklin County Sheriff's Office Regional Dog Shelter by Law Enforcement or the Animal Control Officer, arrangements need to be made for the continued care of the dog.

- There is a \$20.00 per day charge for boarding. Extra charges will apply for aggressive dogs, or to cover the cost of urgent medical needs of the dog.
- All dogs must be up to date on rabies shots and current dog license/registration **before** the dog can be picked up from the Shelter. Proof of immunization and a current dog license needs to be presented to the Shelter.
- If you have identified another person to care for the dog, arrangements need to be made directly with the Shelter Staff so that the dog can be released.
- **Disposition of Unclaimed Dogs:**
Any dog which has been impounded and transported to the Franklin County Sheriff's Office Regional Dog Shelter by a Law Enforcement Officer or Animal Control Officer that has not been reclaimed within 7 days will become the property of the Shelter, unless alternative arrangements are made with the Shelter Director for the care of the dog.

This information was presented to _____

on (date)_____.

Owner of the Dog

FCSO Personnel

Commonwealth of Massachusetts

Office of the Sheriff

FRANKLIN COUNTY

CHRISTOPHER J. DONELAN
SHERIFF



LORI M. STREETER
SUPERINTENDENT

Memorandum of Understanding **Police Department and FCSO Regional Dog Shelter**

1. The dog identified as _____ (herein referred to as “_____” has been placed at the Franklin County Sheriff’s Office Regional Dog Shelter (herein referred to as “FCSO Regional Dog Shelter”) by the _____ Police Department (herein referred to as “Police Department”) as a result of an animal cruelty police/Court case (Case No. _____).
2. The Police Department understands that they are the authority who maintains the responsibility for the dog until the criminal case is resolved through the Judicial Court System.
3. A daily fee of up to \$50.00 per dog shall be assessed for the housing and care of a dog(s) placed in the shelter, as defined in section 2B of the Regional Dog Shelter Services Contract. This fee is in addition to any medical and urgent vet care for the dog may require.
4. The health condition of the seized dog may require emergency or urgent medical care. Additional costs can also include, but not limited to, follow-up medical care, special diet and special care needs.
5. The Shelter recommends that the Town and/or District Attorney’s Office request a security bond from the dog owner at the time of arraignment in District Court to cover the cost of boarding and medical care. In the event that this does not occur, the Town may be required to compensate the Shelter for the expenses which are accrued.
6. At any time, the Town may make alternative arrangements for the care of the seized dog.
7. The Police Department is aware and will assist in the general practice of the FCSO Regional Dog Shelter to place dogs in a foster home setting when the dog’s medical, social and/or behavioral needs would be better met in a home environment.
8. That the Police Department is responsible for placing this dog into a long term charge/care and custody boarding situation or a suitable foster home for the duration of the court case. The FCSO Regional Dog Shelter is a short term stay facility and is not designed for long term charge/care custody cases

9. The FCSO maintains responsibility for the food and daily care of the dog(s) while placed with the Shelter.

10. Nothing in this Memorandum of Understanding shall, in any manner, be considered to alter the existing Regional Dog Control Services Agreement between the _____ and the FCSO Regional Dog Shelter.

The Police Department, of the _____, acknowledges that they are aware of the above understanding of FCSO placement resources and services.

_____ <i>Name/ Title</i> <i>Police Department</i>	_____ <i>Signature</i>	_____ <i>Date</i>
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_____ <i>Name/ Title</i> <i>FCSO Regional Dog Shelter</i>	_____ <i>Signature</i>	_____ <i>Date</i>
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Commonwealth of Massachusetts

Office of the Sheriff

FRANKLIN COUNTY

CHRISTOPHER J. DONELAN
SHERIFF



LORI M. STREETER
SUPERINTENDENT

**Agreement by and between
The
Franklin County Sheriff's Office
and the
Town of _____**

Regional Dog Control Services

This agreement, by and between the **Franklin County Sheriff's Office** (hereafter the "**Sheriff's Office**") and the Town of _____ (hereafter the "**Municipality**"), covers the provision of dog control services as detailed in the following agreement for the period of **July 1, 2019 through June 30, 2020**, for the Municipality. Collectively, the Sheriff's Office and the Municipality are referred to as the "**Parties**".

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The Sheriff's Office shall provide the following general administrative and support services for the purpose of dog control in the municipalities:

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- B. Follow the provisions of applicable laws and regulations, as they may be amended from time to time, in the provision of such dog control services and in provision of all other services set forth herein;
- C. Employ, train, and supervise all necessary personnel to perform the services required by this Agreement;
- D. Maintain an office and provide a well-maintained kennel, food, water, and exercise for dogs in the kennel. Such office shall be open to the public. The Sheriff's Office shall maintain all field equipment necessary for its dog control functions in good repair and maintain all current licenses and registrations required by State law;
- E. Provide adoption services for dogs unclaimed after seven days in the Shelter to place in a good home. Adoption fees will be set by the Sheriff's Office;
- F. Collect and track fees from dog owners, and number of dogs from each municipality;
- G. Collect an annual assessment from each municipality;
- H. Provide the Municipality with annual reports concerning the Sheriff's Office's performance

under this Agreement and hold annual meeting for all interested parties.

Section 1B Regional Dog Control Services – Deemed Cruelty, Dangerous Dog/Quarantine Cases

- A. Dogs that enter the Shelter deemed by the town or court as 'dangerous dog' or quarantine cases will be transferred to an appropriate facility within three days. The contracted town(s) and the Shelter will work together to place the dog in the appropriate setting;
- B. Dogs that enter the Shelter as a result of an animal cruelty case will be assessed on a case-by-case basis and be placed in a setting based on the needs of the dog(s). **(See Attachment #1)**;
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Section 3 Consideration

- A. In consideration for the Sheriff's Office performance of the duties listed herein, the Sheriff's

Office will retain all fees paid directly to the Regional Dog Shelter. Dog retrieval fees and dog kenneling fees will be set by the Sheriff's Office.

- B. An annual assessment based on the most recent US Census population figures will be paid by each Municipality to the Sheriff's Office for capital and operating needs of the Regional Shelter. The annual municipality assessment for the term covered by this agreement will be as follows:
 - I. Population under 2000 - \$350
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 - IV. Population 10,000 and over - \$1,250

Section 4 Agreement

- A. This agreement may be amended in whole or in part by the Sheriff's Office.
- B. It is the intention of the parties that the relationship of the Sheriff's Office to the Municipality in the course of the performance of its duties pursuant hereto is that of an independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Sheriff's Office as a partner, joint venture, agent or employee of the Municipality. The Sheriff's Office, as an independent Contractor, shall be solely responsible for the hiring, discipline and management of the Sheriff's Office employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. The Sheriff's Office and the Municipality shall not be construed as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.
- C. If, at any time during the term of the Agreement, the Sheriff's Office, in the reasonable discretion of the Municipality: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, the Municipality shall have the right to terminate the Agreement upon written notice to the Sheriff's Office.
- D. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the Sheriff and by the Selectboard or mayor, as appropriate.
- E. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of the Parties. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by the Parties as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
- F. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- G. This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles.

Section 5 Term

This Agreement shall be in effect for a period of three (3) years subject to the termination rights of each party as provided herein. At the end of term, any successor Agreement must receive the necessary statutory authorizations.

Section 6 Termination and Default

- A. This Agreement shall terminate on the date specified in the Agreement unless terminated or suspended under this section upon prior written notice. A party may terminate or suspend its participation in this Agreement without cause and without penalty if the other party breaches any material term or condition or fails to perform or fulfill any material obligation required by the Agreement, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of the Agreement, or in the event of an unforeseen public emergency mandating immediate action. Upon immediate notification to the other party, neither party shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.
- B. Any party may be declared in default of this Agreement by a majority of the designated representatives of the remaining parties if that party has materially breached this Agreement and will be deemed terminated as a party to the Agreement.

Section 7 Indemnification

In agreeing to this indemnification paragraph, the Sheriff's Office does not waive statutory and other liability cap protections provided by MGL Chapter 258. To the extent permitted by law, the Sheriff's Office agrees to indemnify and hold harmless the others against any and all liabilities, claims, actions, suits, demands, damages, judgments, losses, costs or expenses, including attorney's fees, arising out of dog control services provided under this Agreement and MGL Chapter 258.

Section 8 Dispute Settlement

In the event any disputes or questions arise between the parties as to the interpretation of the terms of the Agreement or the satisfactory performance by any of the parties of the responsibilities provided for in the Agreement, a meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute. If a resolution to the dispute cannot be reached, both parties shall work with mediation to resolve the conflict. If, following mediation, either party is not satisfied with the outcome that party may choose to go to court.

Section 9 Notices

Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via United States mail, postage paid, to:

Franklin County Sheriff's Office
 ATTN: Barbara Headrick
 10 Sandy Lane
 Turners Falls, MA 01376

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

Christopher J. Donelan, Sheriff

Town of _____

Address _____

Authorized Signature _____

Printed Name _____

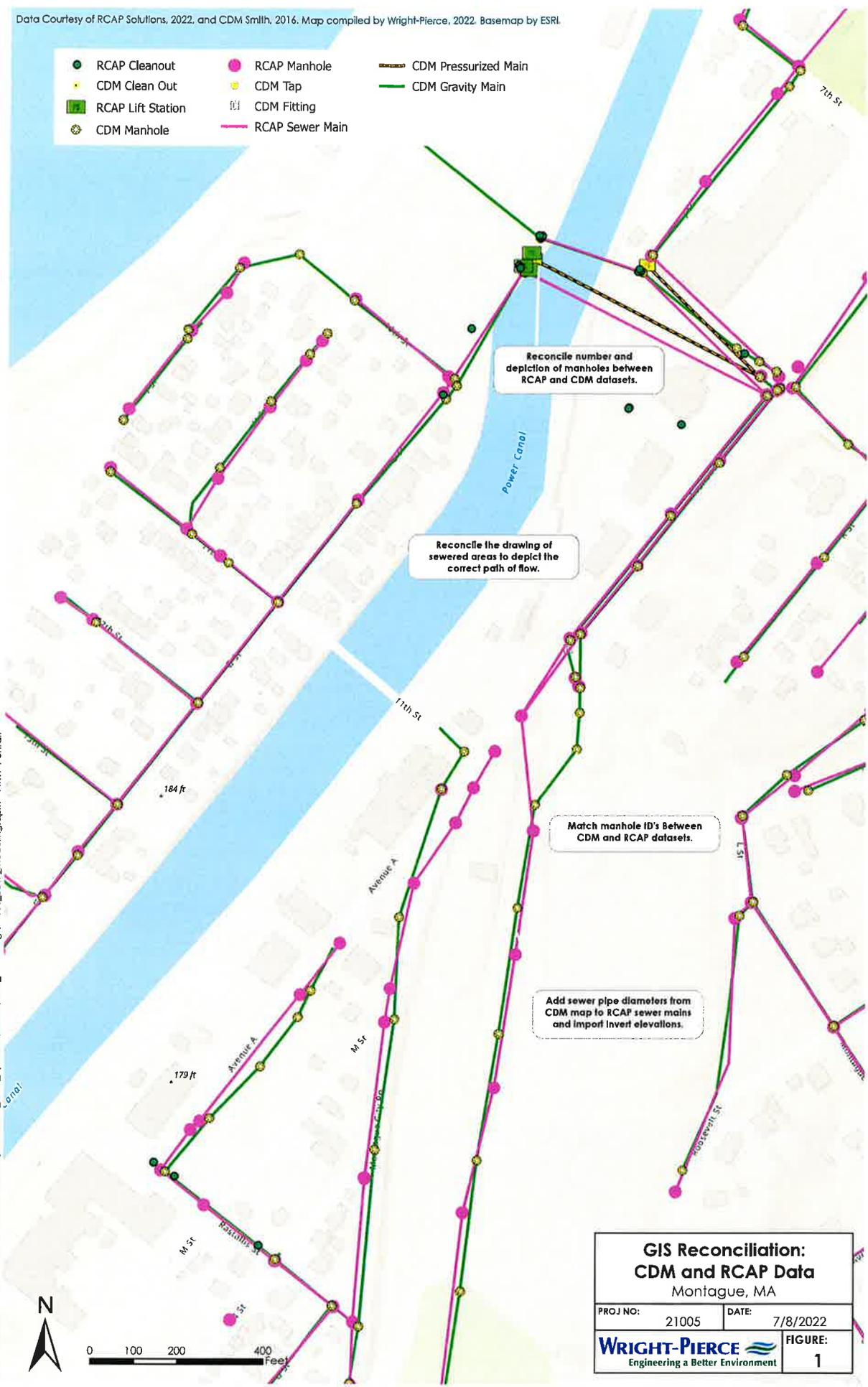
Date _____

6A

Data Courtesy of RCAP Solutions, 2022, and CDM Smilh, 2016. Map compiled by Wright-Pierce, 2022. Basemap by ESRI.

- RCAP Cleanout
- CDM Clean Out
- RCAP Lift Station
- CDM Manhole
- RCAP Manhole
- CDM Tap
- CDM Fitting
- RCAP Sewer Main
- CDM Pressurized Main
- CDM Gravity Main

K:\M:\GIS_Development\Projects\MA\Montague\21005_LCTP_Update\MXDs\LCTP_Modeling\21005_LCTP_Modeling.aprx - 11x17-Portrait

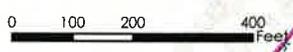


Reconcile number and depiction of manholes between RCAP and CDM datasets.

Reconcile the drawing of sewer areas to depict the correct path of flow.

Match manhole ID's between CDM and RCAP datasets.

Add sewer pipe diameters from CDM map to RCAP sewer mains and import invert elevations.



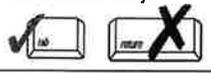
GIS Reconciliation: CDM and RCAP Data	
Montague, MA	
PROJ NO: 21005	DATE: 7/8/2022
WRIGHT-PIERCE Engineering a Better Environment	FIGURE: 1



**Massachusetts Department of Environmental Protection
Bureau of Waste Prevention - Solid Waste Program**

**Certification for the Operation of a Transfer Station
Pursuant to 310 CMR 19.035(2)(f)**

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



The purpose of this form is for the facility's Responsible Official* to certify the operation of a transfer station complies with its permit and all other applicable requirements in 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities and 310 CMR 19.000 Solid Waste Management Facility Regulations.

INSTRUCTIONS

1. As a result of revisions to 310 CMR 19.000: Solid Waste Management Facility Regulations, effective February 14, 2014, the Responsible Official* for the transfer station must submit this certification pursuant to 310 CMR 19.035(2)(f) for operation of a solid waste transfer station that has a valid permit issued prior to February 14, 2014 that is not a C&D Waste Transfer Station (defined as a transfer station permitted by MassDEP to accept 50 tons per day or more of construction and demolition waste).
2. This certification form must be submitted by February 15, 2015. This certification is valid for a period of 5 years from the date signed in Section G, unless a certification is otherwise submitted earlier as required in accordance with 310 CMR 19.035(2).
3. Be sure to obtain the most recent version of this form, available online at: <http://www.mass.gov/eea/agencies/massdep/recycle/solid/>. All applicable sections of the submitted form must be completed to be accepted by MassDEP.

A. Transfer Station Information

Montague Transfer Station
Facility Name

Sandy Lane
Address

Turners Falls City/Town	MA State	01376 ZIP Code	413-863-3213 Telephone Number
----------------------------	-------------	-------------------	----------------------------------

Regulated Object Account Number _____ FMF Number _____

B. Responsible Official*

*As defined in 310 CMR 19.006, a Responsible Official is "an individual who is duly authorized to bind the entity (e.g., but not limited to, a corporation, limited liability company, partnership, public entity, sole proprietorship or trust) which is subject to 310 CMR 19.000."

Richard Kuklewicz
Responsible Official Name

Selectboard Chair
Responsible Official Title

Town of Montague
Organization Name

1 Avenue A
Address

Turners Falls City/Town	MA State	01376 ZIP Code	413-863-3200 Telephone Number
----------------------------	-------------	-------------------	----------------------------------

townadmin@montague-ma.gov
Email Address

C. Solid Waste Permits, Plans, Approvals & Orders

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

ATO, Waste Ban Plan, modification for paper compactor, organics



**Massachusetts Department of Environmental Protection
Bureau of Waste Prevention - Solid Waste Program**

Certification for the Operation of a Transfer Station
Pursuant to 310 CMR 19.035(2)(f)

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



D. Changes in Operation From Permits, Plans & Approvals for MassDEP Review.

List and explain any changes or planned changes to the design, operation, maintenance or monitoring of the transfer station that are not part of the documents listed in Section C. All changes listed below must be in compliance with all applicable requirements in 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities and 19.000 including, but not limited to, 310 CMR 19.035, 19.038(2)(a)1-11, 19.043 and 19.207.

None

Multiple horizontal lines for text entry.

E. Financial Assurance Mechanism

Check the appropriate box and fill in the appropriate responses.

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

YES NO

If yes: Enter the amount of the current FAM:

\$

Enter the date (MM/DD/YYYY) of the last adjustment to the FAM amount:

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

F. Statement of Compliance

Check the appropriate box to indicate whether the facility is in compliance or not in compliance

The transfer station is **IN COMPLIANCE** with the facility's operating permit, plans, approvals, orders and enforcement actions and all applicable requirements in 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities and 19.000 including, but not limited to, 310 CMR 19.035, 19.038(2)(a)1-11, 19.043 and 19.207.

YES NO

If no: List and describe the incidences of non-compliance, describe how the transfer station will return to compliance and the date by which compliance will be achieved.

Multiple horizontal lines for text entry.

Complete and Return the original signed copy to the appropriate MassDEP Regional Office, Solid Waste Program.

Find Your MassDEP Region:
<http://www.mass.gov/eea/agencies/massdep/about/contacts/>

If you have questions, please contact the regional solid waste section chief.



**Massachusetts Department of Environmental Protection
Bureau of Waste Prevention - Solid Waste Program**

**Certification for the Operation of a Transfer Station
Pursuant to 310 CMR 19.035(2)(f)**

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



G. Certification

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

1. I am duly authorized to bind the entity (corporation, limited liability corporation, public entity, trust, partnership or sole proprietorship, etc.) which is subject to these regulations and that I am fully authorized to make this attestation on behalf of this entity;
2. I have personally examined and am familiar with the information contained in this submittal, including any and all documents accompanying this certification statement;
3. based on my inquiry of those individuals responsible for obtaining the information, the information contained in this submittal is to the best of my knowledge, true, accurate, and complete;
4. the transfer station does not accept and is not permitted to accept more than 50 tons per day of C&D waste and shall maintain this status;
5. I have accurately stated whether the transfer station is operating in compliance with its permit and all applicable requirements in 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities and 19.000 including, but not limited to, 310 CMR 19.035, 19.038(2)(a)1-11, 19.043 and 19.207;
6. I have accurately identified any and all violations of 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities or 19.000 or the terms and conditions of any permits or other approvals issued thereunder by MassDEP;
7. If the transfer station is not in compliance, I have stated what the owner and operator will do to return the transfer station to compliance and the date by which compliance will be achieved;
8. plans and procedures to maintain compliance are in place at the transfer station and will be maintained even if processes or operating procedures are changed;
9. all documents, plans and procedures related to the operation of the transfer station are available to MassDEP upon request; and
10. I am aware that there are significant penalties, including, but not limited to, possible administrative and civil penalties, fines and imprisonment, for submitting false, inaccurate, or incomplete information."

Signature of Responsible Official

Richard Kuklewicz

Print Name of Responsible Official

07/18/2022

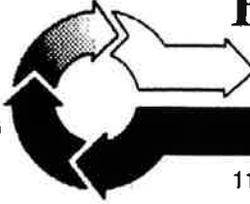
Date (MM/DD/YYYY)

Complete and Return the original signed copy to the appropriate MassDEP Regional Office, Solid Waste Program.

Find Your MassDEP Region:
<http://www.mass.gov/eea/agencies/massdep/about/contacts/>

If you have questions, please contact the regional solid waste section chief.

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

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

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT
AND
THE TOWN OF MONTAGUE
REGARDING HAULING OF RECYCLABLES AND
HAULING AND DISPOSAL OF SOLID WASTE;
HAULING AND DISPOSAL OF BULKY WASTES; AND
HAULING AND DISPOSAL OF SCRAP METAL AND APPLIANCES

This Memorandum of Understanding (MOU), is executed this 18 day of July, 2022, by and between the Franklin County Solid Waste Management District, hereinafter referred to as the "District", and the Town of Montague, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the "Town."

WITNESSETH THAT:

WHEREAS, the District issued an Invitation for Bids (IFB) for hauling services for recyclables and solid waste from District member municipalities, and
WHEREAS, the District negotiated contracts for hauling and disposal services based upon a review of the IFB responses, and
WHEREAS, the District is making these contracts available to member municipalities, and
WHEREAS, the Town selected the hauler to service member municipalities,

THEREFORE, the District and the Town now agree to the following terms and conditions regarding said contracts:

1. The District shall provide administration of the contract on behalf of the Town.
2. The District shall, on a monthly basis, receive all invoices from the Contractor for provided services. Specific town services are listed in Attachment A.
3. The District shall, within seven (7) days of receipt of said invoices, remit to the Town an invoice for the Town's share of the hauling and disposal costs incurred during the preceding month. The invoice shall be based upon the hauling and disposal costs as itemized in Attachment A. The District's invoice will include an administrative surcharge for each service.
4. The Town will remit payment to the District for all charges invoiced by the District within thirty (30) days of receipt of the District's invoice.

(over)

5. In the event that payment from the Town does not reach the District office within the prescribed 30 days, the District may add an additional 1.5% late fee to the next invoice sent to the Town, if such late fees are assessed by the Contractor.
6. The Town shall contact the hauler directly to arrange for pickup of rolloff boxes. Requests for a pickup must be made no later than 48 hours prior to the desired pickup day.
7. The Town has the right to terminate this Agreement at any time, without cause. The District requires no fewer than sixty (60) days written notice prior to the Town terminating this Agreement. If less than sixty (60) days notice is given, the Town will be financially responsible for the District's lost administrative fees. For example, if a town provides written notice on March 1st to terminate on April 30th, there are no lost administrative fees. If a town provides written notice on March 1st to terminate on March 31st, the Town will be responsible to pay the District for lost administrative fees for one month. Lost administrative fees will be calculated using an average administrative fee based upon the previous three months' invoices.
8. Any questions concerning these hauling and disposal contracts shall be directed to the District Executive Director at 413-772-2438 or at fcswmd@crocker.com. If the Town experiences any problems with the hauler it must report them to the District. The District will pursue all remedies on behalf of the Town.
9. This MOU may be amended by written agreement of both parties.
10. This MOU shall remain in effect from July 1, 2022 to June 30, 2023.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

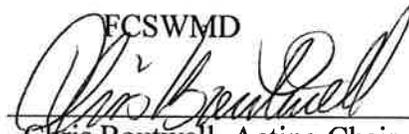
TOWN OF MONTAGUE

Selectboard Member

Selectboard Member

Selectboard Member

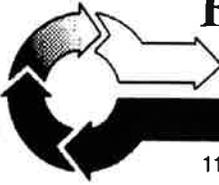
Date

FCSWMD

 Chris Boutwell, Acting Chair

070722

 Date

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

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

ATTACHMENT A

FISCAL YEAR 2023 HAULING AND DISPOSAL PRICES

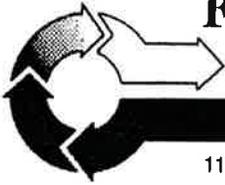
The pricing below excludes fuel adjustments.

Town	Recycling	Bulky Waste
Montague	Waste Management \$217 per haul \$355 per tandem haul (\$177.50 per box) \$50/month paper compactor rolloff	Waste Management \$212 per haul \$355 per tandem haul (\$17.50 per box) \$105 per ton \$35 per mattress \$30 per month per rolloff rental
ADMIN. FEE	\$500/year flat user fee \$4.50/ton	\$500/year flat user fee \$4.50/ton

Recycling Rolloff Replacement: annual cost estimate

\$1544.80

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MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT
AND
THE TOWN OF MONTAGUE
REGARDING HAULING & DISPOSAL OF SLUDGE

This Memorandum of Understanding (MOU), is executed this 18 day of July, 2022, by and between the Franklin County Solid Waste Management District, hereinafter referred to as the "District", and the Town of Montague, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the "Town."

WITNESS THAT:

WHEREAS, the District issued an Invitation for Bids for hauling and disposal of sludge from municipal treatment plants, and

WHEREAS, the District awarded a contract to Wall Trucking, Inc. for hauling and disposal of sludge from the Town, and

WHEREAS, the District is making this contract available to the Town,

THEREFORE, the District and the Town agree to the following terms and conditions regarding said contract:

1. The District shall provide administration of the contract on behalf of the Town. The District shall receive all bills from Wall Trucking, Inc. for services provided by them to the Town. The District will review bills for each facility for accuracy.
2. The contract with Wall Trucking, Inc. includes a fuel adjustment clause which allows for a fuel credit or a fuel surcharge depending on the US DOE retail diesel price for New England.
3. The District shall, within five (5) days of receipt of Wall Trucking's bills, remit to the Town an invoice for the share of the hauling and disposal costs incurred by the Town. The District's invoice will include an administrative fee as detailed in Attachment A, excluding any fuel surcharges. Attachment A lists the Town's per unit costs.
4. Bills from Wall Trucking may include a \$75 per hour demurrage charge if it takes in excess of 45 minutes to load Wall's truck. The charge will be pro-rated per minute. The demurrage charge will not be assessed in situations that are due to equipment failure, an emergency or other unusual circumstance. The District will not charge an administrative fee on any demurrage charges.

5. The facility has the right to submit a bill to the District for overtime costs associated with loading Wall's truck when the Wall Trucking is delayed beyond normal operating hours. The overtime charges will not be assessed in situations due to extreme weather, vehicle failure, or other unusual circumstance.
6. The Town will remit payment to the District for all charges invoiced by the District within thirty (30) days of receipt of the District's invoice. In the event that payment from the Town does not reach the District office, within thirty (30) days, the District may charge a 1.5% late fee on the next invoice sent to the Town, only if such late fees are assessed by the Wall Trucking.
7. The facility shall contact the hauler directly to arrange for pickups. Contact information will be provided to the manager of the Town's facility.
8. The Town has the right to terminate this Agreement at any time, without cause. The District requires no fewer than sixty (60) days written notice prior to the Town terminating this Agreement. If less than sixty (60) days' notice is given, the Town will be financially responsible for the District's lost administrative fees. For example, if a town provides written notice on March 1st to terminate on April 30th, there are no lost administrative fees and no charge to the Town. If a town provides written notice on March 1st to terminate on March 31st, the Town will be responsible to pay the District for lost administrative fees for one month. Lost administrative fees will be calculated using an average administrative fee based upon the previous three months' invoices.
9. The District will remedy any problems regarding the performance of Wall Trucking, Inc. If the Town experiences any problems with Wall Trucking it must report them to the District. Any questions or problems concerning the sludge hauling contract shall be directed to Jan Ameen, Executive Director, at 413-772-2438 or fcswmd@crocker.com.
10. This MOU may be amended by written agreement of both parties.
11. This MOU shall remain in effect beginning July 1, 2022 and ending June 30, 2023.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

TOWN OF MONTAGUE

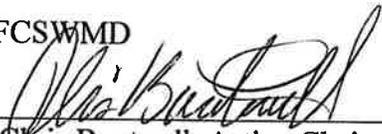
Selectboard Member

Selectboard Member

Selectboard Member

Date

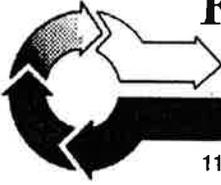
FCSWMD


Chris Boutwell, Acting Chair

070722

Date

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RECYCLING
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DISPOSAL



Franklin County Solid Waste Management District

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

ATTACHMENT A

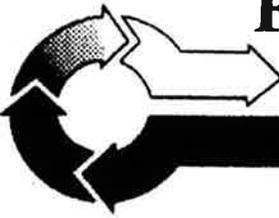
SLUDGE HAULING AND DISPOSAL COSTS JULY 1, 2022 – JUNE 30, 2023

MONTAGUE

End Disposal Facility	Transportation Cost Per Gallon	Disposal Cost Per Gallon
Lowell Regional Wastewater Facility	\$0.06835	\$0.101*
Admin. Fee	\$500/year annual flat rate fee \$0.0045/gallon	

* Disposal at Lowell is based on percent solids.

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Franklin County Solid Waste Management District

6C-3

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www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT
AND
THE TOWN OF MONTAGUE
REGARDING THIRD-PARTY INSPECTION OF THE
TOWN'S MUNICIPAL TRANSFER STATION

This Memorandum of Understanding (MOU) is executed this 18 day of July, 2022, by and between the Franklin County Solid Waste Management District, hereinafter referred to as the "District," and the Town of Montague, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the "Town."

WITNESSETH THAT:

WHEREAS the Town is a member of the Franklin County Solid Waste Management District, and
WHEREAS the Town operates a permitted municipal transfer station, and
WHEREAS 310 CMR 19.018 requires transfer stations to be inspected yearly by a third-party, and
WHEREAS the Massachusetts Department of Environmental Protection (DEP) has authorized the District to serve as a third-party inspector,

THEREFORE, the District and the Town now agree to the following terms and conditions regarding transfer station inspections conducted by the District:

1. The District shall conduct an inspection of the Town's transfer station and closed landfill(s) to ascertain its compliance with 310 CMR 19.00 Solid Waste Management regulations.
2. The District shall conduct said inspection no later than November 30, 2022 using the MA DEP 3rd Party Inspection forms.
3. The District shall invoice the Town \$175 for the transfer station inspection service. This amount will cover a site visit, mileage, writing and submitting a report to DEP, and follow-up if necessary.
4. The District will supply the Town with a copy of the inspection results and identify areas of noncompliance.

(over)

5. The District shall provide information and assistance to the town to address any items of noncompliance. The Town will provide a schedule for taking corrective actions. All costs associated with corrective actions will be borne by the Town.
6. The District shall submit one copy of the inspection report to the MA DEP, the Town Board of Health, Selectboard, and appropriate departments within fourteen (14) days of the inspection per 310 CMR 19.207 (25)(c) and no later than December 31, 2022.
7. The inspection and the District's assistance does not place any responsibility on the District to ensure compliance nor does it relieve the Town of its legal responsibilities to manage and operate the transfer station in compliance with Massachusetts regulations.
8. The Town will indemnify, save harmless, and exempt the District and other member towns, their officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of the transfer station inspection arising out of a willful or negligent act or omission of the Town, its officers, agents, servants, and employees.
9. The Town will indemnify, save harmless, and exempt the District and other member towns, their officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of the transfer station inspection arising out of an error or omission by the District, its officers, agents, servants, and employees.
11. This MOU shall be effective through June 30, 2023.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

TOWN OF MONTAGUE

Selectboard Member

Selectboard Member

Selectboard Member

Date

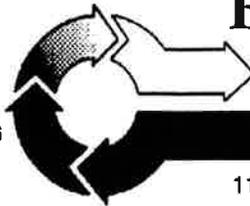
FCSWMD

 Chris Boutwell, Acting Chair
 070722

 Date

6C-4

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

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www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT AND THE TOWN OF MONTAGUE

This MEMORANDUM OF UNDERSTANDING is executed on this 18 day of July 2022, by and between the TOWN OF MONTAGUE, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the TOWN, and the Franklin County Solid Waste Management District, hereinafter referred to as the DISTRICT.

WHEREAS, participating towns have appropriated the funds required for a regional household hazardous waste collection event;

THEREFORE, the Town hereby requests that the DISTRICT initiate a collection event with the following conditions:

1. There will be a regional household hazardous waste collection event on Saturday, September 24, 2022.
2. There will be two (2) sites operating concurrently on the collection day at Greenfield Community College and the Orange Transfer Station.
3. The District will be responsible for the coordination and administration of the event.
4. The Town will be charged its proportional share of the costs of the collection, based upon administrative expenses, the number of participants from the town, and the volume of hazardous waste received from town residents.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT, HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

TOWN OF MONTAGUE

Board Member

Board Member

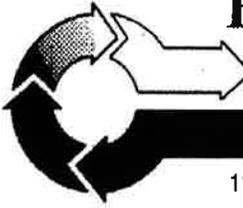
Board Member

FRANKLIN COUNTY SOLID WASTE
MANAGEMENT DISTRICT


Chris Boutwell, Acting Chair

070722
Date

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

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

Attachment A FY23 household hazardous waste budgets

TOWN	HHW Budget
Athol	\$2,200
Bernardston	\$ 900
Buckland	\$ 950
Charlemont	\$ 400
Colrain	\$2,100
Conway	\$ 500
Deerfield	\$4,000
Erving	\$1,000
Gill	\$1,050
Hawley	\$ 156
Heath	\$1,200
Leverett	\$1,015
Montague	\$5,500
New Salem	\$1,000
Northfield	\$3200
Orange	\$2,000
Petersham	\$1,000
Phillipston	\$ 800
Rowe	\$ 500
Royalston	\$ 500
Shelburne	\$2,474
Warwick	\$ 800
Wendell	\$1,000
Whately	\$1,200

**TOWN OF MONTAGUE
APPLICATION FOR AN ENTERTAINMENT LICENSE
SPECIAL AND REGULAR**

Date of Application: 7/12/22 Date Approved: _____ Fee: _____

To the Local Licensing Authority:
The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20____ during the following hours:

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday	from: 6p	to: 10p
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 DOBOSZ / Montague Parks & Rec TELEPHONE: 863-8216

2. D/B/A: _____

3. PREMISES: Unity Skatepark BUSINESS PHONE: _____

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

- Radio Jukebox Video Jukebox Pinball Machines
 Wide Screen TV Television/Cable Pool Tables

* July 30 & August 27 - Night Skates w/ DJ

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

- | | |
|--|--|
| _____ Dancing by patrons | _____ size of floor |
| _____ Instrumental Music | _____ number of instruments & amplifiers |
| _____ Live Vocalists | _____ number of persons/type of show |
| _____ 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: 20' x 20' Available Parking: _____

Alcohol to be served: No

[Signature]
Applicant Signature

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

Board of Health _____ Date _____
[Signature] 7-14-22
Police Department, Chief _____ Date _____

Fire Department, Chief _____ Date _____
Board of Selectmen, Chairman _____ Date _____



**Board of Selectmen
Town of Montague**

1 Avenue A (413) 863-3200 ext. 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: Marcy Gregoire (Nice Snack Parlor)

Address of applicant: 147 2nd St TFalls

Phone # of applicant: 413 824 4853

Name of organization: Nice Snack Parlor

Name of legally responsible person: Marcy Gregoire

Location of assembly: 147 2nd St and skate park

Date of assembly: July 23, 2022

Time of assembly: Begin: 2p End: 9p

Number of expected participants: 300 people

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: This is a Roller skate festival

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

Signatures: _____

Police Chief: [Signature] Date: 7-14-22

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

TOWN OF MONTAGUE
APPLICATION FOR AN ENTERTAINMENT LICENSE
SPECIAL AND REGULAR
 PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS)
 CHAPTER 140, SECTION 181

Date of Application: 7/13/22 Date Approved: _____ Fee: \$55

To the Local Licensing Authority:
 The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 2022
 during the following hours:

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday	from:	to: <u>2p</u> to: <u>9p</u>
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? DATE: July 23, 2022 (yes) (no)

This is an annual renewal? No (yes) (no) Grace date: July 24

1. NAME OF APPLICANT: Marcy Greagore TELEPHONE: 4138244853

2. D/B/A: Nice Snack Parlor

3. PREMISES: 147 2nd St BUSINESS PHONE: Same

4. The specific categories of licensed entertainment sought to be approved are:
 Radio Jukebox Video Jukebox Pinball Machines
 Wide Screen TV Television/Cable Pool Tables

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

Dancing by patrons size of floor _____
 Instrumental Music number of instruments & amplifiers _____
 Live Vocalists number of persons/type of show We hope to have
 Exhibition type a DJ - will be playing
 Trade Show type recorded music
 Athletic Event type not
 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: see diagram Available Parking: yes

Alcohol to be served: no

Applicant Signature: Marcy Greagore

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

Board of Health _____ Date _____	Fire Department, Chief _____ Date _____
Police Department, Chief _____ Date <u>7-14-22</u>	Board of Selectmen, Chairman _____ Date _____
Inspector of Buildings _____ Date _____	

(Nova owns property on both sides of the street)

Santo loco

empty

HOME

ROAD ~ CLOSED ~

road OPEN

STATE
PARK

Nova
Motorcycles
147 2nd St

* us!

Fire & embers
yoga

HOME



**Board of Selectmen
Town of Montague**

1 Avenue A (413) 863-3200 ext. 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: Marcy Gregoire
Address of applicant: 147 2nd St
Phone # of applicant: 413 824-4853
Name of organization: Nice Snack Parlor
Name of legally responsible person: Marcy Gregoire
Location of assembly: 147 2nd St
Date of assembly: Fridays in August
Time of assembly: Begin: 4p End: 8p
Number of expected participants: 100

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: WE want to have roller skating
and a DS on Friday nights in August.

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

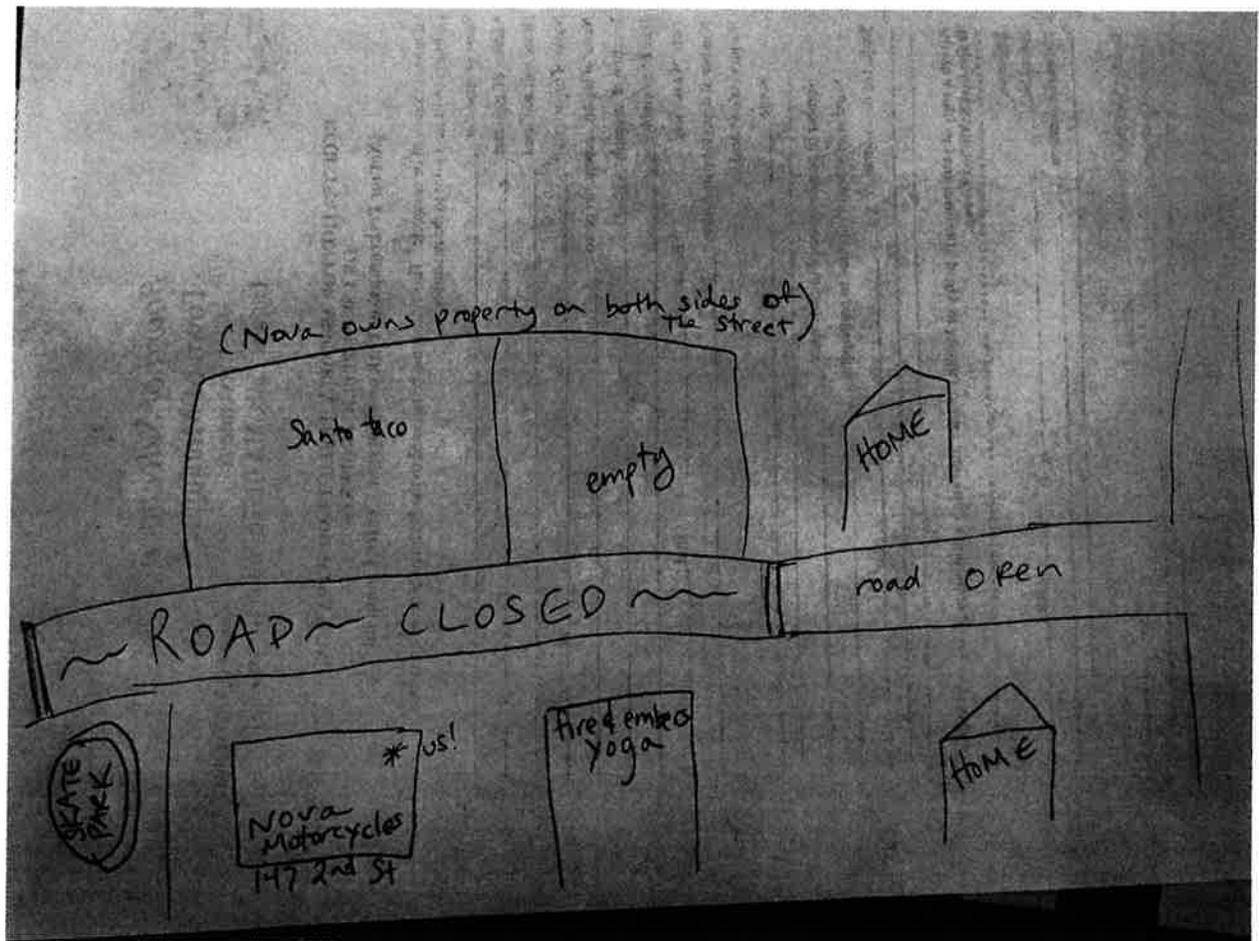
Signatures:

Police Chief: [Signature] Date: 7-14-22

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____



WendyB-Montague Selectboard

From: Walter Ramsey - Montague Planner
Sent: Wednesday, July 13, 2022 3:25 PM
To: WendyB-Montague Selectboard; StevenE - Montague Town Administrator
Subject: 7/18/2022 SB Agenda Items
Attachments: Turners Falls Parking Study_DRAFT (1).pdf; 20220713_101708.jpg

Hi Wendy, Steve:

Here are the agenda items that I have for 7/18:

- Presentation of findings and recommendations of the Downtown Turners Falls Parking Study (30 Mins- consultants will present remotely)
- Sandy Lane Solar/Burn Dump Capping updates and budget review
- 5th and Canal Street Intersection project status review
- Consider offer from Nolumbeka Project to purchase original painting titled "Peskeompskut" by [Robert Peters](#) for public display at Town Hall using FirstLight Community grant funds

Walter Ramsey, AICP | Montague Town Planner | (413) 863-3200 x 112 | planner@montague-ma.gov

Turners Falls Parking Study Town of Montague



June 2022





Table of Contents



[Introduction](#) 4

[Existing Conditions](#) 8

[Public Outreach](#) 26

[Demand Modeling](#) 34

[Findings and Recommendations](#) 40

Introduction



The Town of Montague used funding from a “Massachusetts Downtown Initiative Technical Assistance Program” from the State Department of Housing and Community Development (DHCD) to prepare the Turners Falls Parking Study. Town staff provided oversight and review of the plan process, final report, and final presentation. In addition, Town businesses, residents and visitors provided insight and input into this study through stakeholder and public meetings held in Spring 2022.

On behalf of DHCD and the Town of Montague, the study team would like to thank all stakeholders for their constructive input.



Your Village: Turners Falls



Turners Falls is one of five villages comprising the Town of Montague. It is located in the Town's northwest corner, tucked in a wedge of the Connecticut River and bordered to the north by Gill (accessible by the Gill-Montague Bridge) and to the west by Greenfield (accessible via Turners Falls Road). Municipal services for the Town of Montague are operated out of Town Hall at the intersection of Avenue A and First Street.

Turners Falls is a regional tourism destination with its eclectic mix of shops and restaurants along Avenue A and Third Street, recreational opportunities along the Canalside Rail Trail, the Great Falls Discovery Center, and the Connecticut River, and a residential community. Most retail activity is centered along Avenue A between First and Sixth Streets, with accessory retail along side streets, including Third Street. Key retail attractions include the Shea Theater, a 330-seat performing arts center. Avenue A itself features a wide right-of-way with extensive pedestrian accommodations, along with angled parking. Side streets feature on-street parking, and alleys running parallel to side streets east of Avenue A provide additional residential access.

Turners Falls' population as of the 2020 Census is 4,512 people. As the 2021 Rapid Recovery Plan for Turners Falls notes, Downtown Turners Falls is an Environmental Justice Census tract and is one of the most diverse communities in Franklin County. Downtown Turners Falls hosts a considerable proportion supply of multi-family housing units in Franklin County. There are over 220 units of deed restricted housing in Turners Falls.





What is the Turners Falls Parking Study trying to achieve?

The village seeks a parking management plan to recommend policies and strategies that maximize the use of existing downtown parking assets. Turners Falls currently offers free, unrestricted parking on Town streets and municipal lots and has limited capacity to manage/enforce parking regulations. A blanket winter on-street overnight parking ban creates tension for residents competing for a limited number of parking spaces. The successful revitalization of downtown has put the town at tipping point for parking policy reform. A proper analysis and parking policy should accommodate both business and residential needs and allow the town to overcome a barrier to downtown infill development.

Primary objectives of the study are outlined to the right.

- 1. Document existing parking supply, management & enforcement practices, and daily demand to determine areas in need**
- 2. Revisit parking regulations to unlock supply, relieve parking tension, and better manage parking demands across downtown**
- 3. Prepare for future development and business expansion by updating parking-related zoning and requirements**
- 4. Understand how the parking system can be improved to better serve visitors, residents, and employees of all ages, abilities, and backgrounds**



Planning History

This study aims to build upon past planning efforts to support the economic development and livability of Downtown Turners Falls. Recommendations profiled later in this report seek to be consistent with goals and project concepts stemming from these planning efforts.

Downtown Turners Falls Livability Plan (2013)

- Increase livability and mobility in Downtown Turners Falls and overcome obstacles to achieving a more livable downtown
- Identify practical and economically feasible recommendations for streetscape improvements that will attract tourists and visitors, increase pedestrian activity in the downtown, and address parking issues.
- Prioritize projects and police changes to improve downtown livability and foster a unique sense of place.

Complete Streets Policy (2017)

- Accommodate all transportation users by creating a road network that meets the needs of individuals utilizing a variety of transportation modes.
- Formalize the planning, design, maintenance, and operation of streets to ensure safety for routing users of all ages, all abilities, and all income levels.

Community Development Strategy (2018)

- Support revitalization of Turners Falls and Millers Falls village centers.
- Implement streetscape improvements in Turners Falls to improve the pedestrian environment, including pedestrian scale lighting, ADA accessibility, and Complete Streets compatibility.
- Improve network connectivity for all modes of transportation.

Downtown Turners Falls Rapid Recovery Plan (2021)

- Develop installation plans for multimodal wayfinding and branding signage in Downtown Turners Falls
- Implement policies and practices to optimize the use and availability of Downtown Parking
- Accelerate Downtown streetscape improvements
- Advance infill and redevelopment opportunities for municipally-owned property.

EXISTING CONDITIONS



Study Area



To effectively measure parking usage across the Turners Falls, the study team and Town of Montague defined a study area that generally includes areas of highest parking demand and activity, as well as residential neighborhoods and other key destinations in the community. Some of these are highlighted on the map to the right. Key considerations included:

- Primary commercial corridors, such as Avenue A and Third Street
- Major recreational assets, such as the Canalside Trail
- Open space, such as Peskeomskut Park and Unity Park
- Visitor attractions, such as the Great Falls Discovery Center
- Adjacent residential areas

This study area is consistent with boundaries used for other planning efforts, such as the Rapid Recovery Program Plan in 2021.



Parking Inventory



Within the Downtown study area, there is a **total of 1,650 parking spaces***. Of this inventory, 970 spaces (58%) are off-street and 680 spaces (42%) are on-street.

In order to gather the most accurate understanding of existing parking in Turners Falls, the team recorded regulations within the study area as they would be viewed by a first-time “visitor” or Turners Falls “guest”.

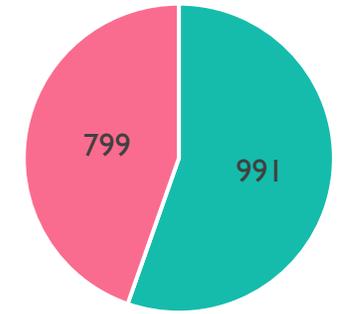
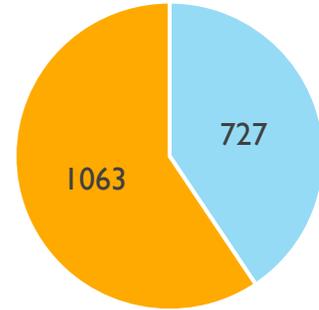
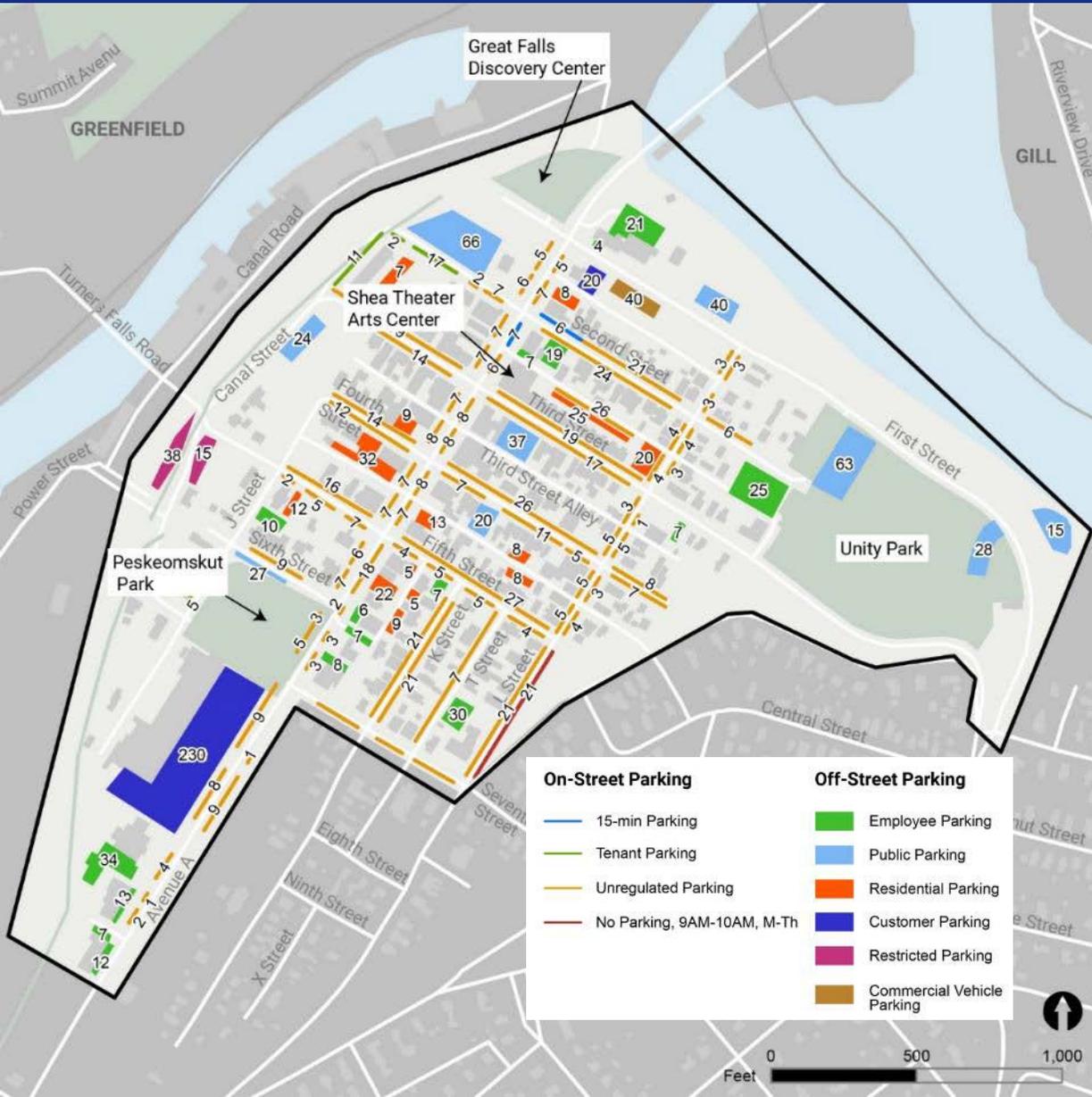
Generally speaking, all on-street parking (with the exception of “Tenant Parking”) and all off-street parking designated as “Public” are considered to be available to all users regardless of their destination. This comprises 1,022 spaces, or 62% of the study area. Off-street public parking can be found at the Unity Park, the Great Falls Discovery Center, fishladder parking along First Street, Third Street, and Canal Street.

In contrast, “Employee”, “Residential”, “Customer” and other types of private parking would be viewed as being for specific uses by a first-time visitor. These make up 628 spaces, or 38% of the study area. This includes the large customer lot at the corner of Avenue A and Seventh Street as well as several residential lots throughout the community.

***Note:** Typically, parking lots with less than 5 spaces or those which belong to residences, are not included for this study.



Parking Inventory



■ Off-Street Parking ■ On-Street Parking ■ Private Parking ■ Public Parking

Parking Type	Space Count	% of On-Street Spaces
Unregulated	658	90%
Tenant	35	5%
No Parking, 9A-10A, M-Thu	21	3%
15-minute	13	2%

Parking Type	Space Count	% of Off-Street Spaces
Public	320	30%
Customer	250	24%
Employee	217	20%
Residential	183	17%
Restricted	53	5%
Commercial Vehicle	40	4%

Parking Inventory

DRAFT



Most on-street parking downtown is unregulated. There are 13 short-term spaces at the Avenue A/Second Street intersection; otherwise, no provisions are in place for curbside uses such as short-term parking or loading zones.



Many residents park in alleys or in lots accessed from alleys. Some of this parking is not reflected in the inventory given their small sizes; with alley widths being narrow, most visitors to Downtown likely do not search for parking in alleys.

Parking Inventory



Town lots, such as at the corner of Canal Street and Third Street, are available for general use. Most lots feature signage indicating when snow removal is scheduled to occur in the winter.



Some off-street lots are shared between two or more uses. All public lots can operate in this manner; the Colle-Shea lot between Second Street and Third Street is an exception.

Parking Inventory



Overnight parking is generally not allowed during the winter. Residents must park in alleys, driveways, or in Town lots, sometimes creating a walk of several minutes between their home and vehicle.

The Town recently allowed for permit purchases for approximately 30 spaces along L Street to allow for overnight parking.



Regulations are not always clear, such as in the case of the surface lot at the corner of Third Street and L Street. Particularly in residential areas, off-street lots are valuable to accommodate overnight parking in the winter.



Parking Utilization

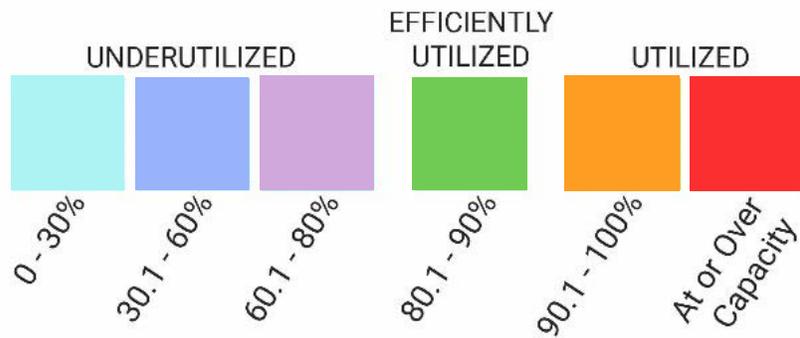
Counts of parking occupancy can provide data for a time series during a typical day. Mapping parking utilization data helps to identify clear patterns of both high and low usage, including the impact of regulations. Land uses, regulations, and signage can drastically impact how neighboring parking assets are utilized.

To ensure efficient parking management operations, it is ideal to maintain at least one empty space on each block of street parking to ensure easy customer access to businesses. This typically equates to about 1 out of 8 spaces free, or a target of 10% vacant per block. Similarly, a goal of at least 15% vacancy is considered ideal in off-street lots. If any facility has less availability, it is effectively at its functional capacity (and drivers perceive a lack of availability). Facilities with lower utilization have excess capacity and can accommodate additional parked cars.

Typically, most commercial centers will observe peak parking utilization during a weekday midday; this is when office workers are present in the community, retail and restaurant uses are encountering lunchtime activity, and some amount of residential parking remains for those typically home at this time. In Turners Falls, feedback indicated that parking utilization is at its highest on weeknights or weekends when an event at the Shea Theater is happening. This occurs with some regularity given the Shea's event schedule, providing a snapshot that the Town can plan towards rather than looking to accommodate demand during an infrequent special event such as a festival.

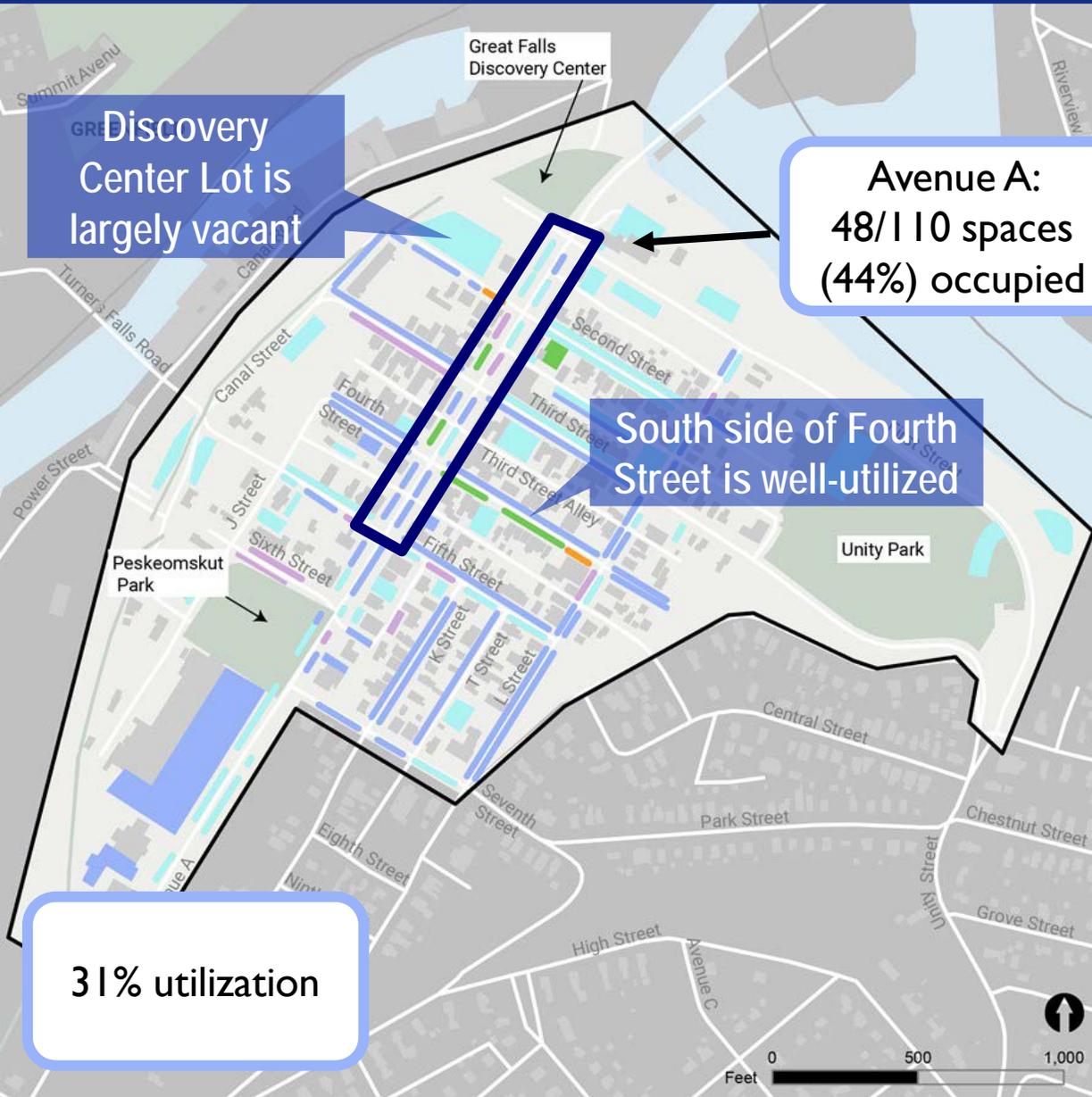
Data collection in Turners Falls was conducted on **Friday, April 1, 2022** and **Saturday, April 23, 2022**. On April 1 the Shea hosted an event at 8:00 PM, with doors opening at 7:00. Additionally, Google Earth satellite imagery provided utilization data for **Thursday, October 4, 2018** to provide a pre-COVID comparison with the April 2022 counts.

The utilization exercise discovered:

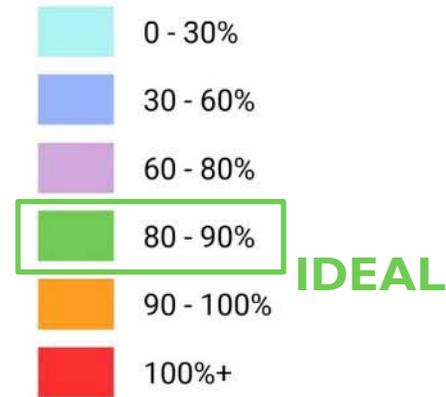


- Utilization is consistent throughout the weekday, throughout the study area
- Utilization along Avenue A and in the Downtown “Core” (centered around Avenue A and Third Street) increases over the course of Friday but remains fairly consistent throughout Saturday
- Counts collected in 2022 were consistent with observations from October 2018, although 2018 counts were likely from a morning period
- There is considerable capacity throughout the study area at all time periods, with utilization never exceeding 31% at any time period
- Even during the Friday evening peak, excess capacity exists along Avenue A and in the Downtown “Core”; side streets and off-street lots are less utilized.

Utilization – Thursday, October 4, 2018



Parking Demand



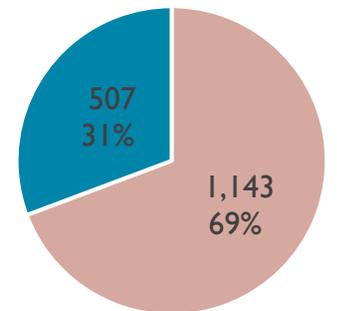
Core Area:
127/325 spaces
(39%) occupied



This pre-COVID snapshot of parking utilization in Turners Falls showed utilization of 31 percent throughout this study area, with core parts of Downtown falling below 50 percent utilization.

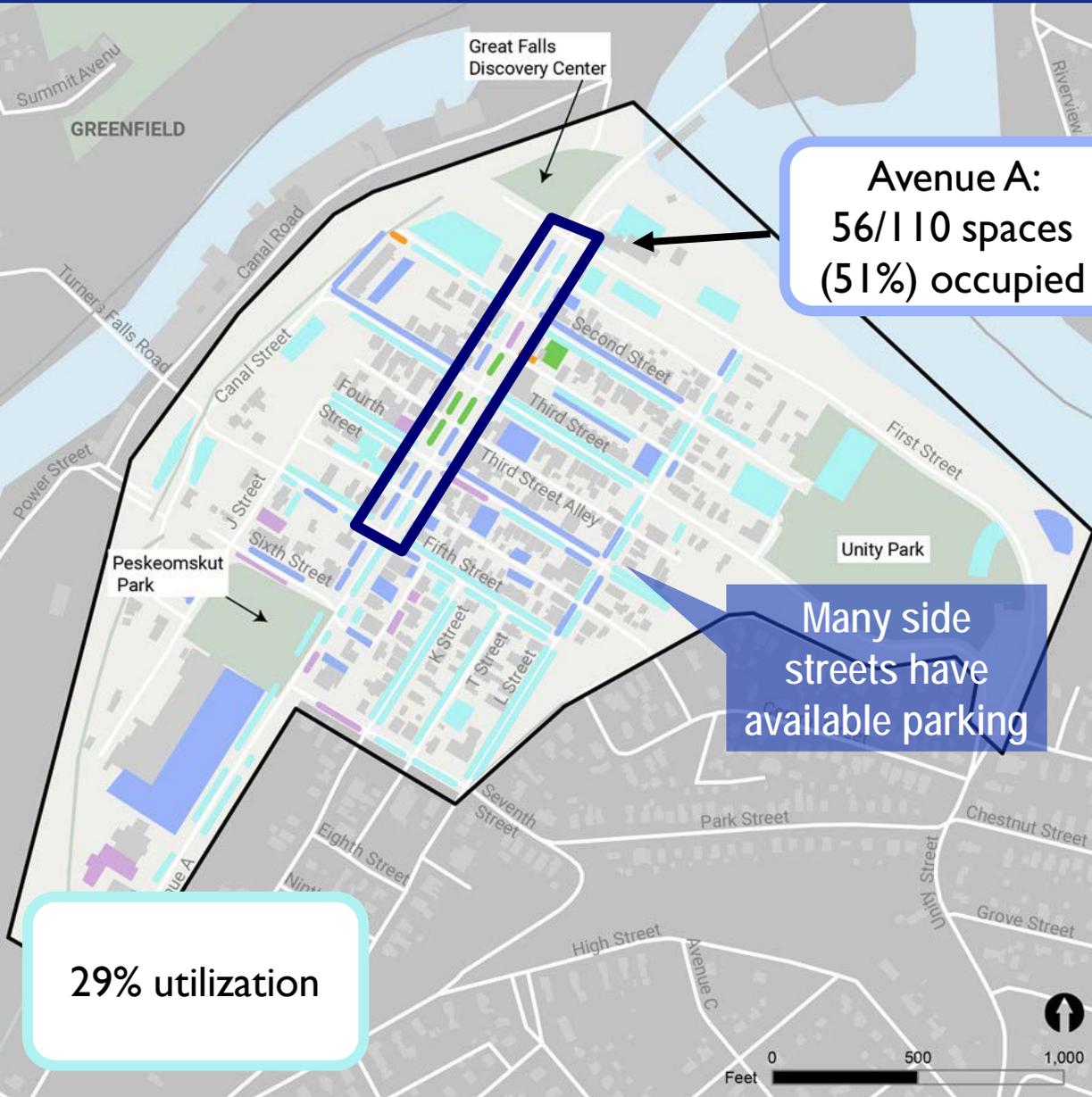
Data was collected via Google Earth imagery from Thursday, October 4, 2018. Given shadows observed in the imagery, data is likely from the **morning**.

The following pages detail utilization collected in Spring 2022.



■ Vacant Spaces ■ Occupied Spaces

Utilization – Friday, April 1 – 11:30 AM



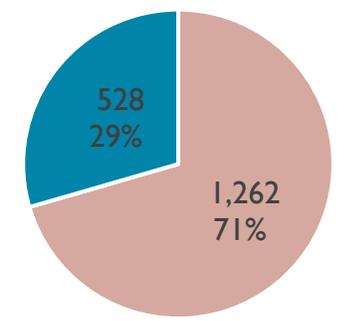
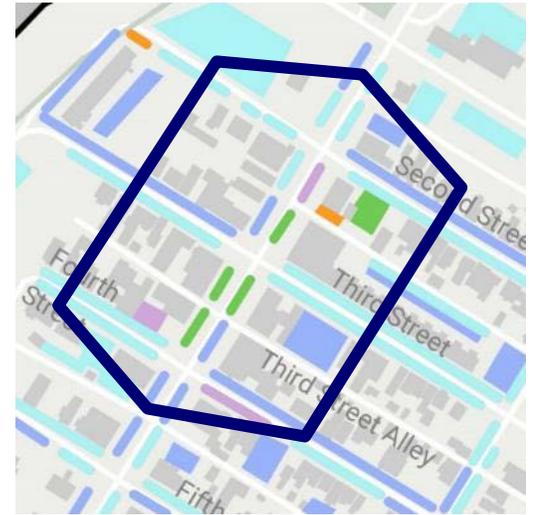
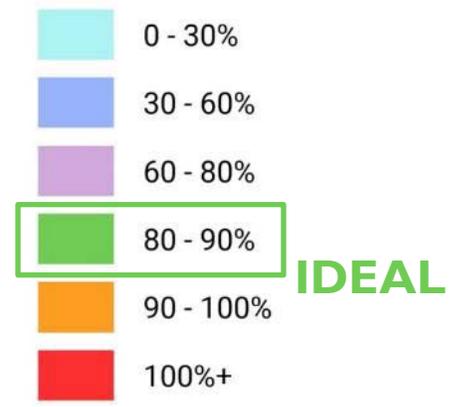
**Avenue A:
56/110 spaces
(51%) occupied**

**Many side
streets have
available parking**

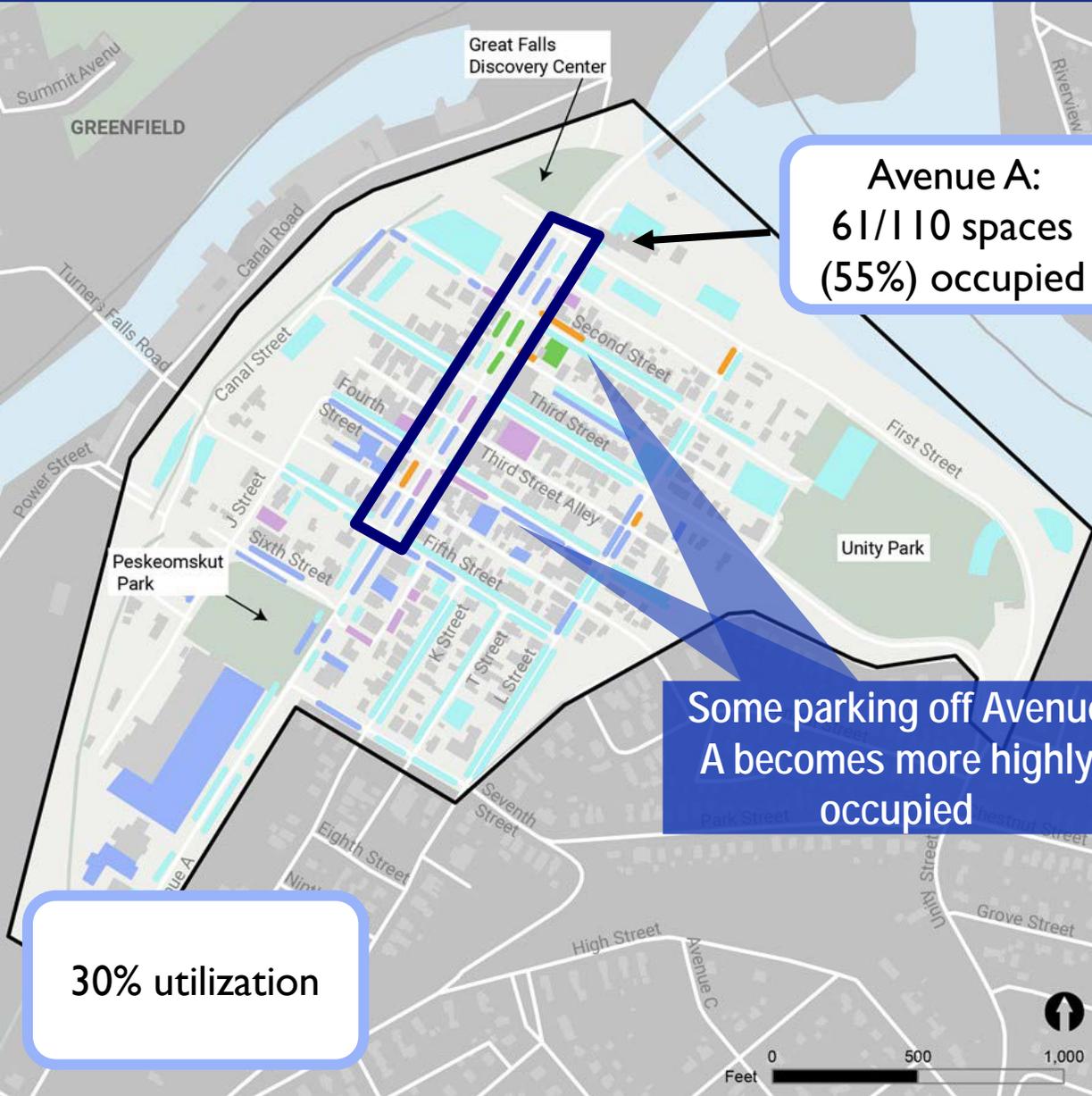
29% utilization

**Core Area:
136/325 spaces
(42%) occupied**

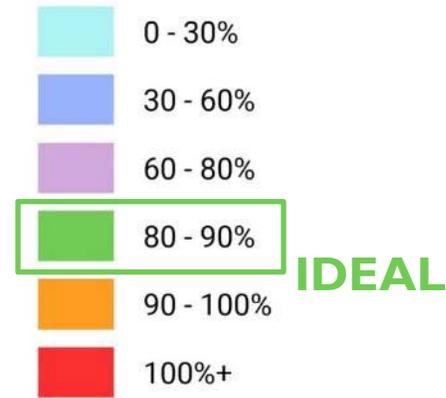
Parking Demand



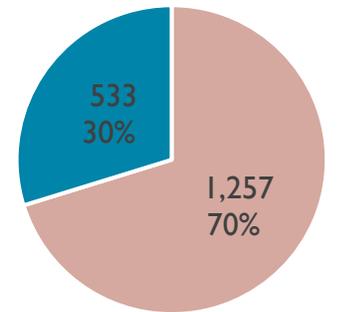
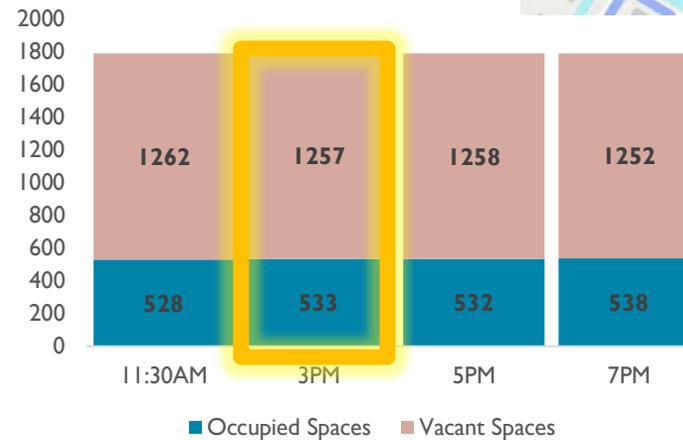
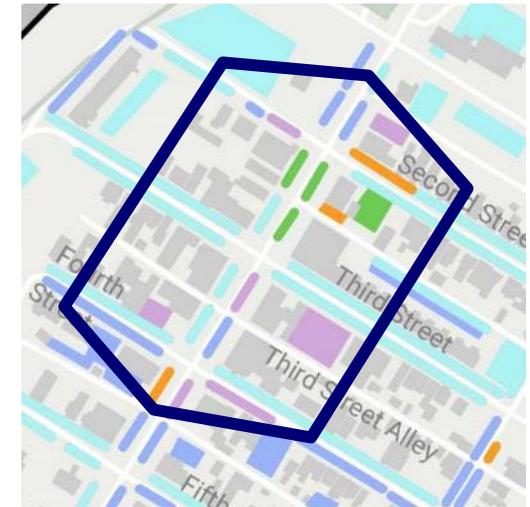
Utilization – Friday, April 1 – 3:00 PM



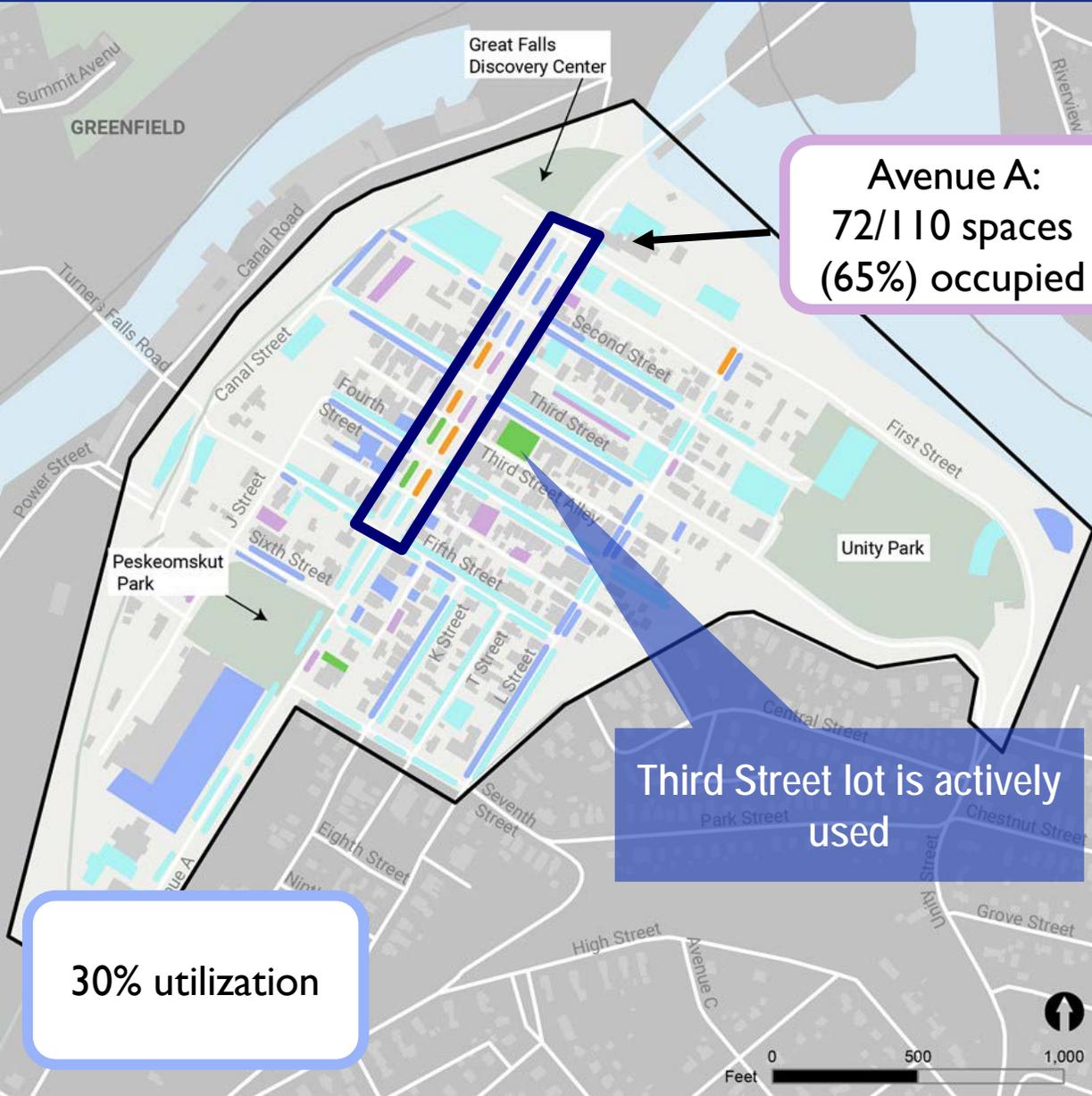
Parking Demand



Core Area:
166/325 spaces
(51%) occupied



Utilization – Friday, April 1 – 5:00 PM

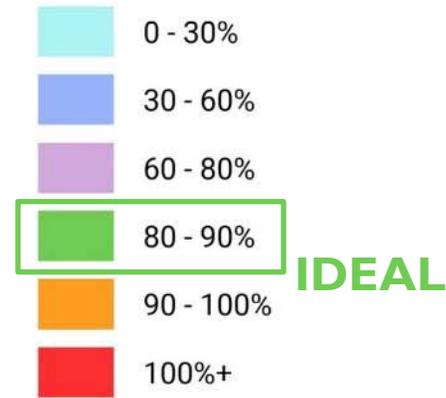


**Avenue A:
72/110 spaces
(65%) occupied**

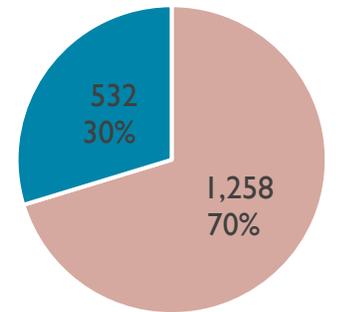
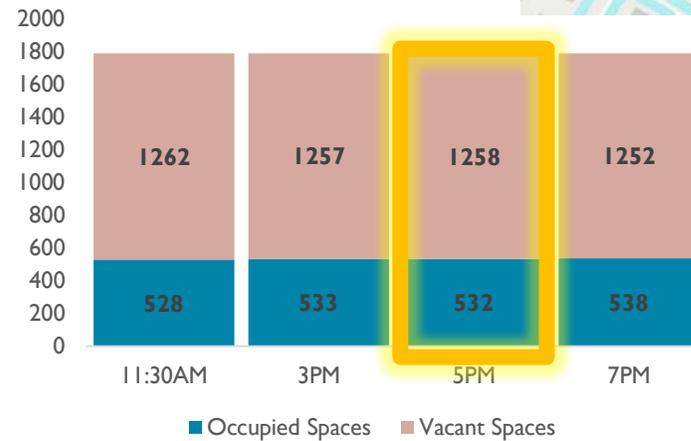
Third Street lot is actively used

30% utilization

Parking Demand



**Core Area:
170/325 spaces
(52%) occupied**



Utilization – Friday, April 1 – 7:00 PM



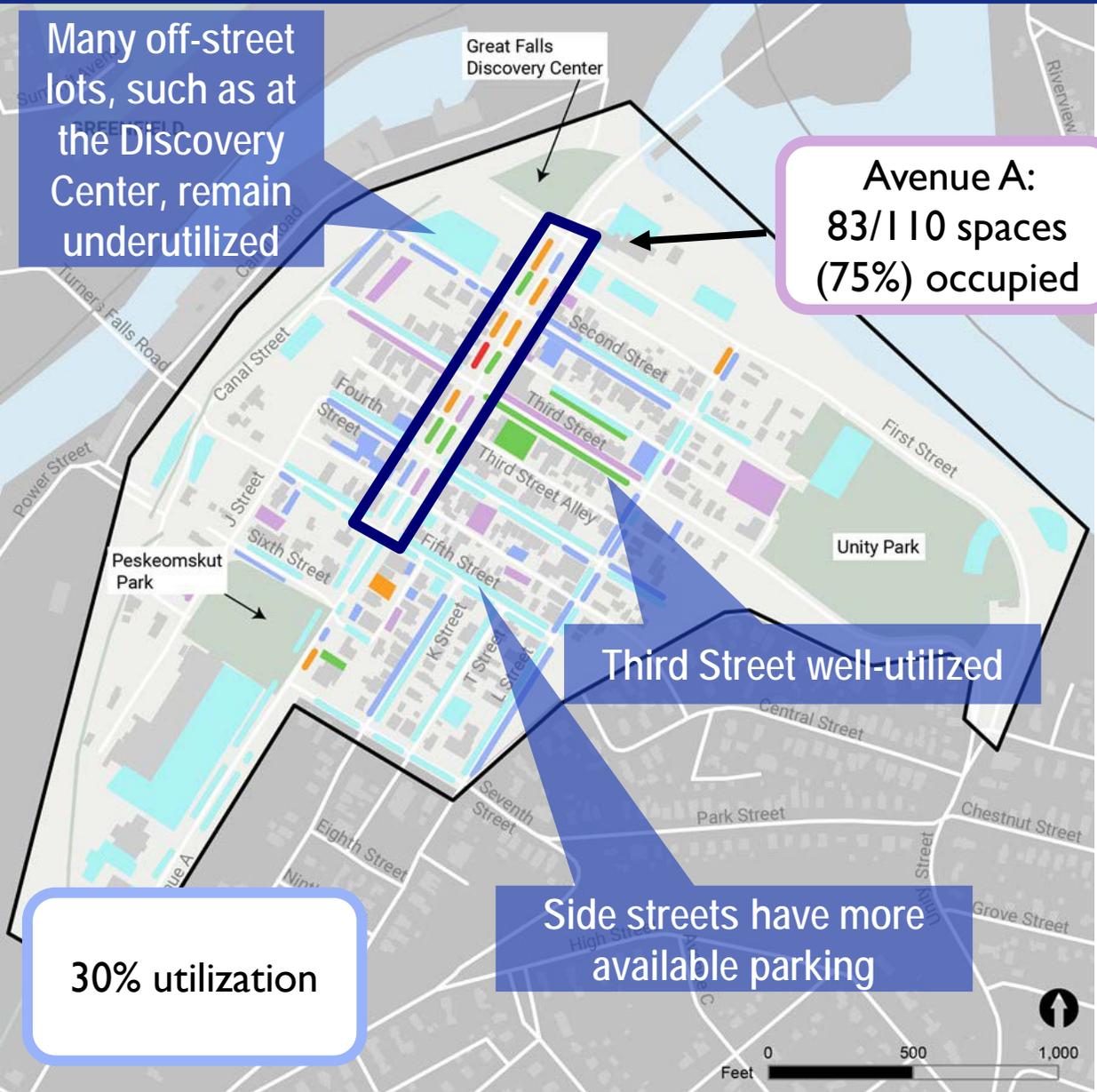
Many off-street lots, such as at the Discovery Center, remain underutilized

Avenue A: 83/110 spaces (75%) occupied

Third Street well-utilized

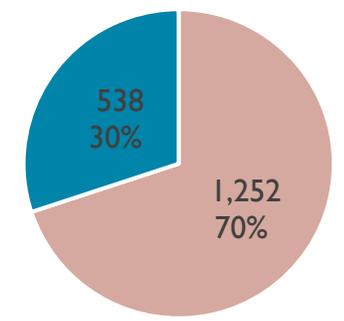
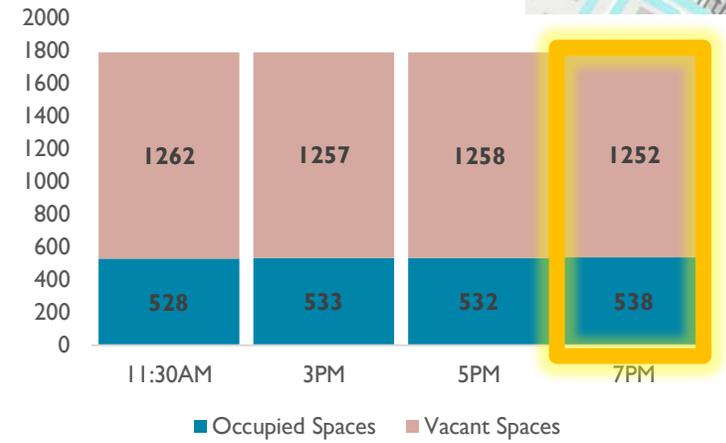
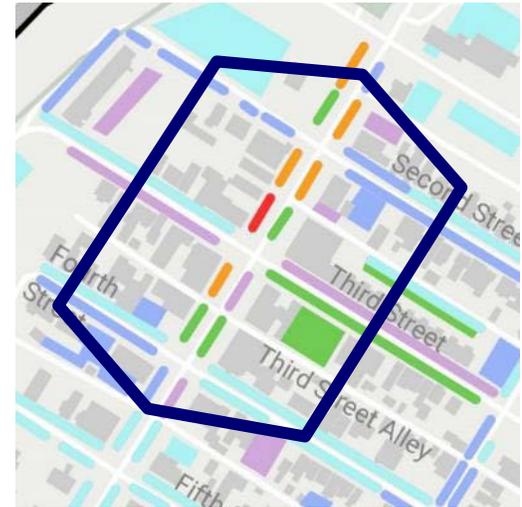
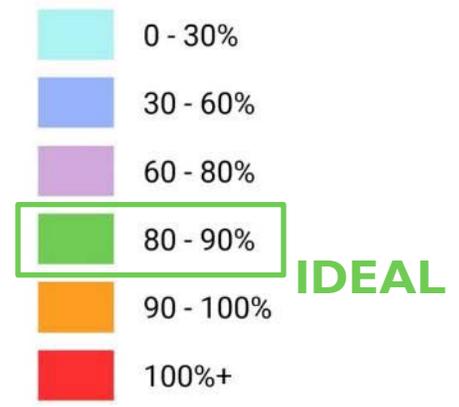
Side streets have more available parking

30% utilization

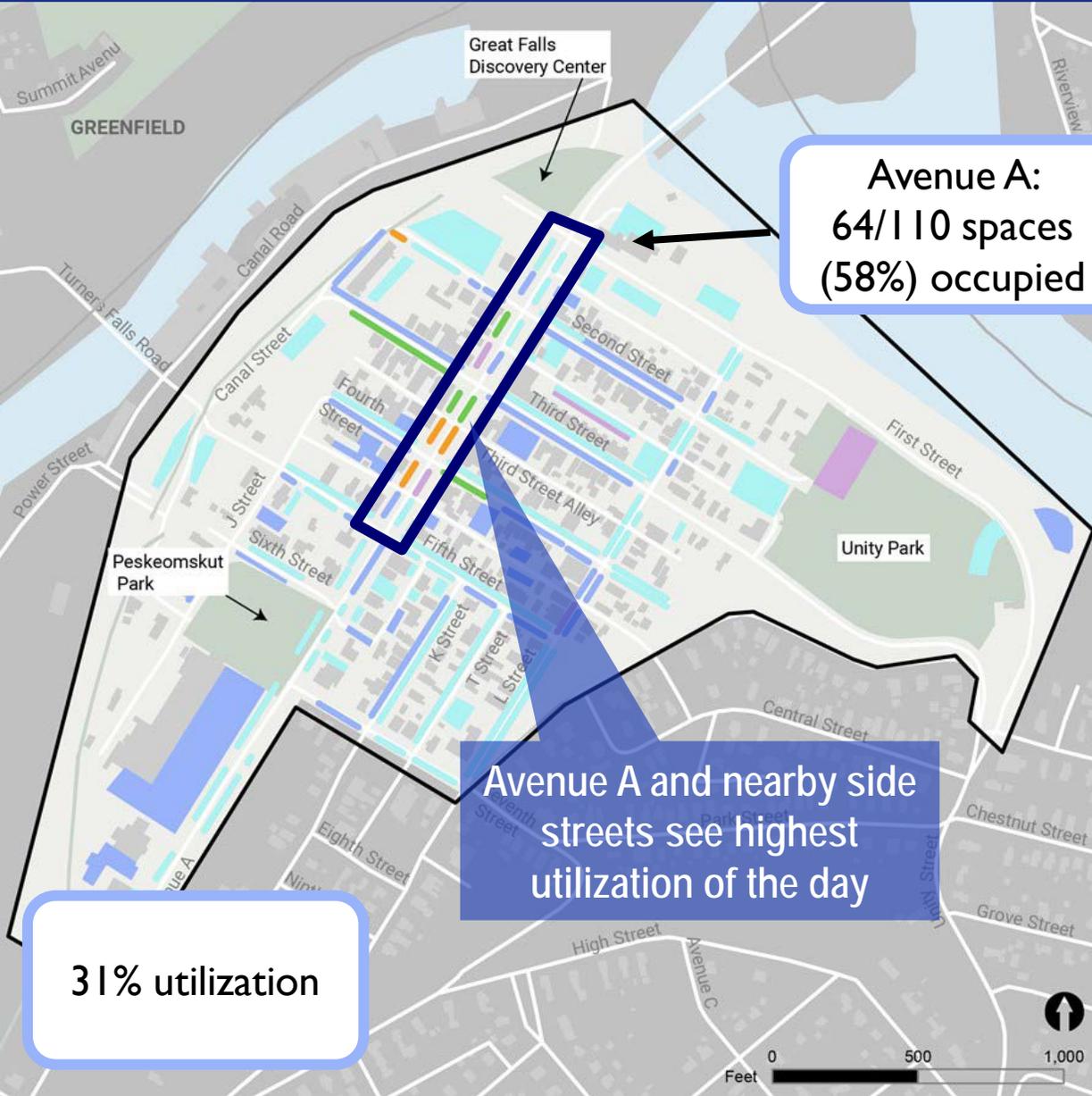


Core Area: 193/325 spaces (59%) occupied

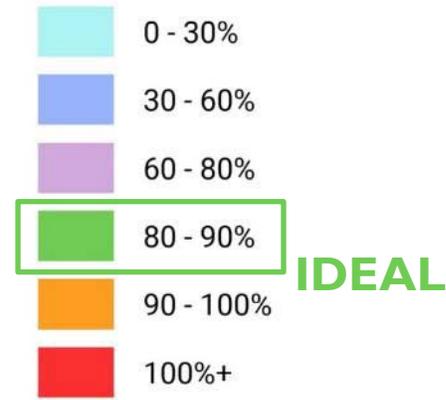
Parking Demand



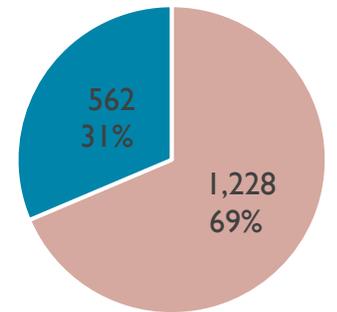
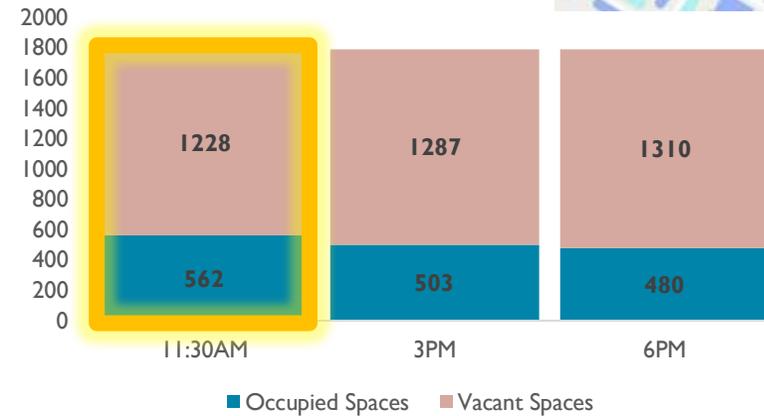
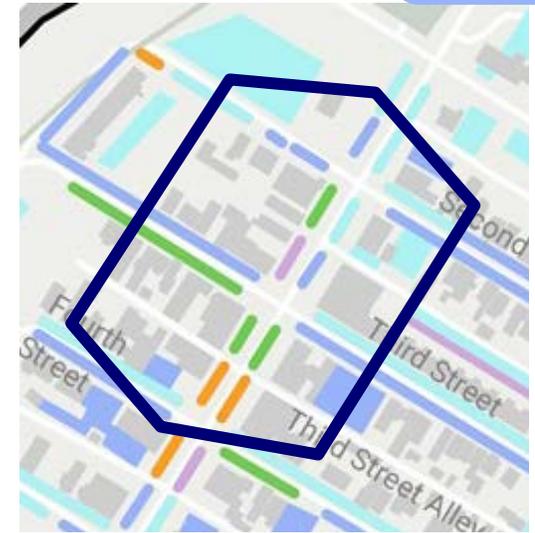
Utilization – Saturday, April 23 – 11:30 AM



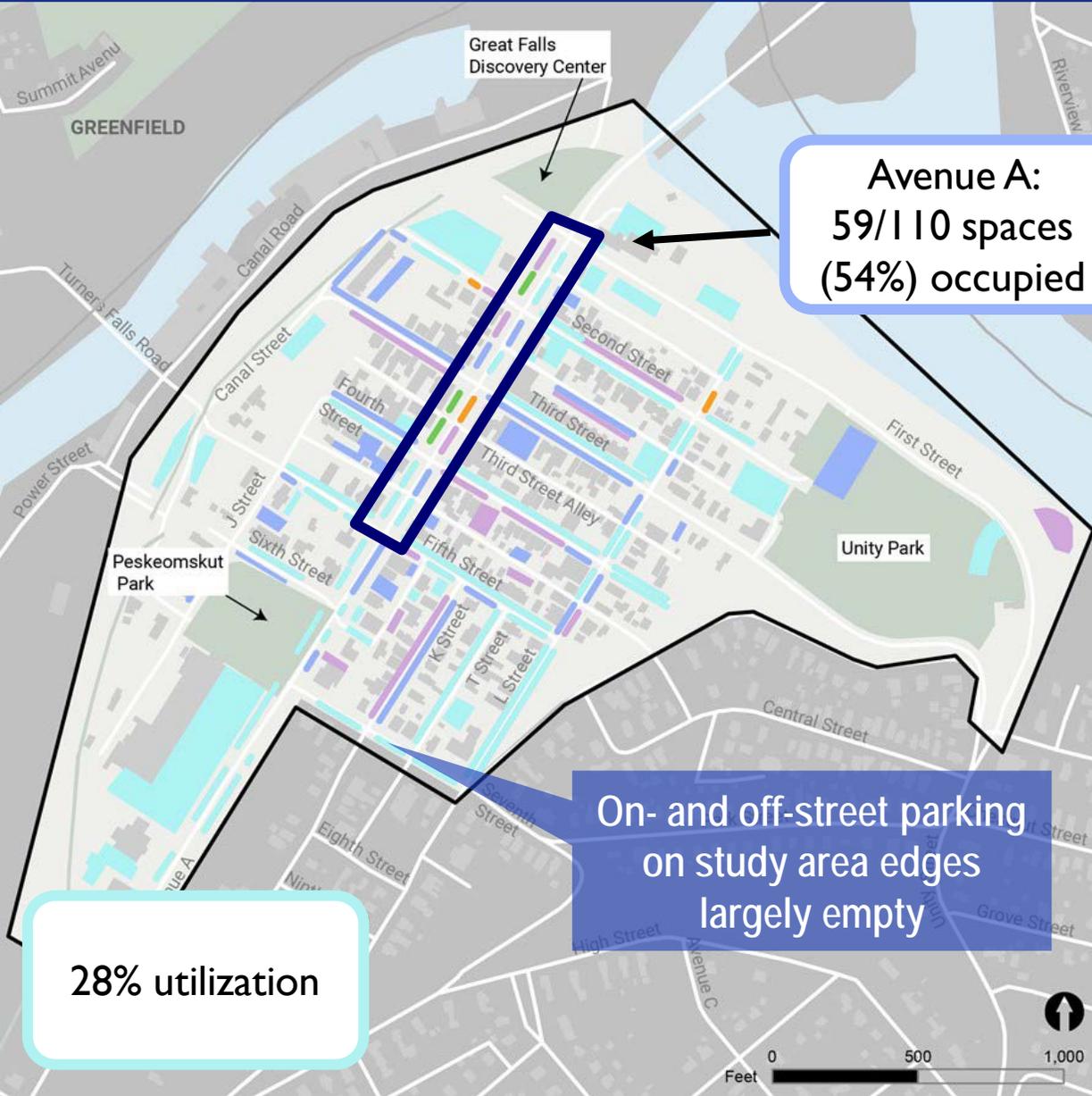
Parking Demand



Core Area:
153/325 spaces
(47%) occupied



Utilization – Saturday, April 23 – 3:00 PM

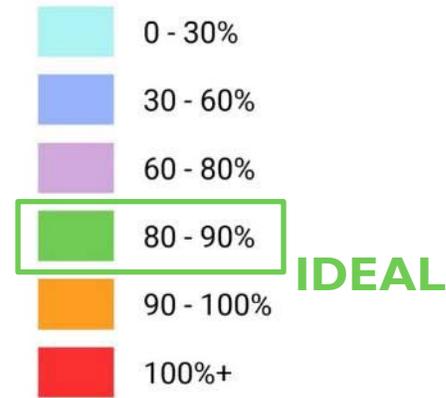


**Avenue A:
59/110 spaces
(54%) occupied**

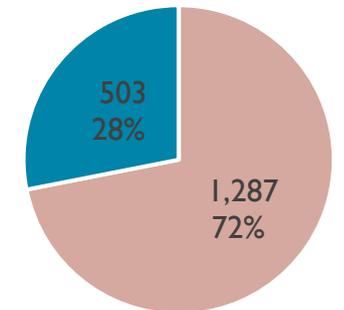
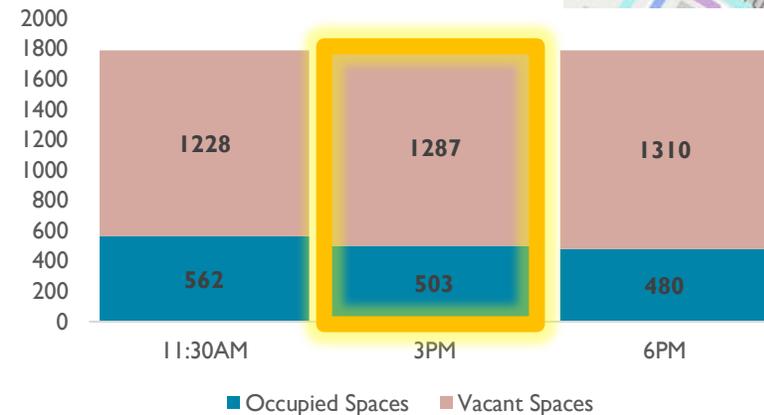
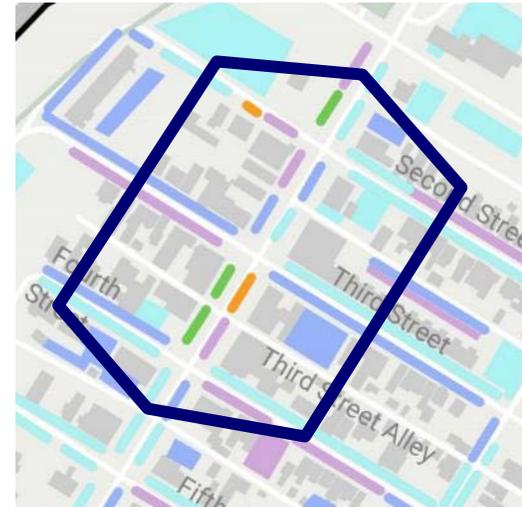
28% utilization

**On- and off-street parking
on study area edges
largely empty**

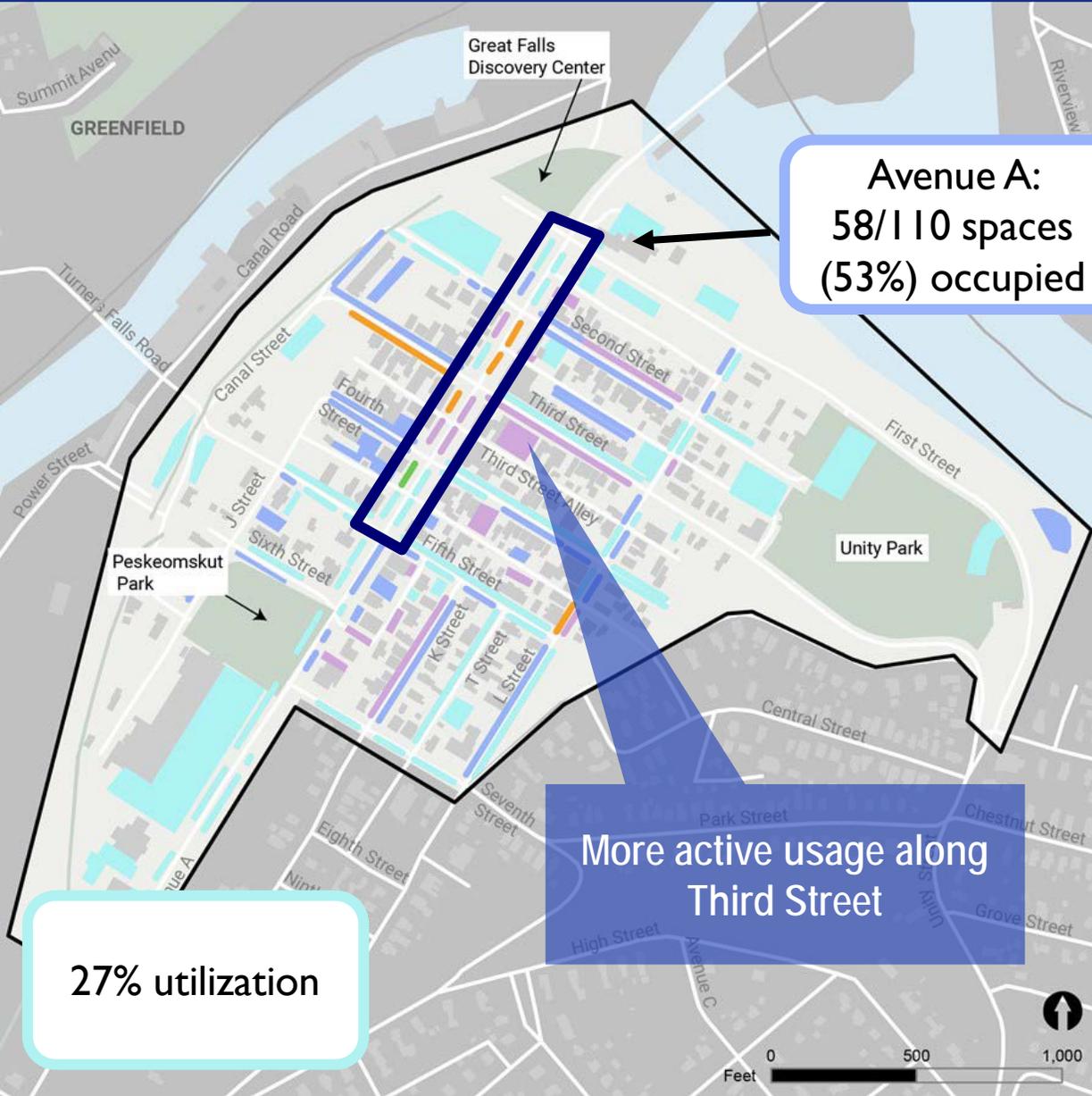
Parking Demand



**Core Area:
138/325 spaces
(42%) occupied**



Utilization – Saturday, April 23 – 6:00 PM



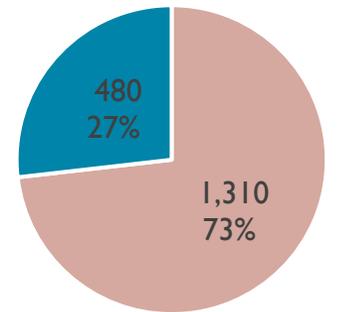
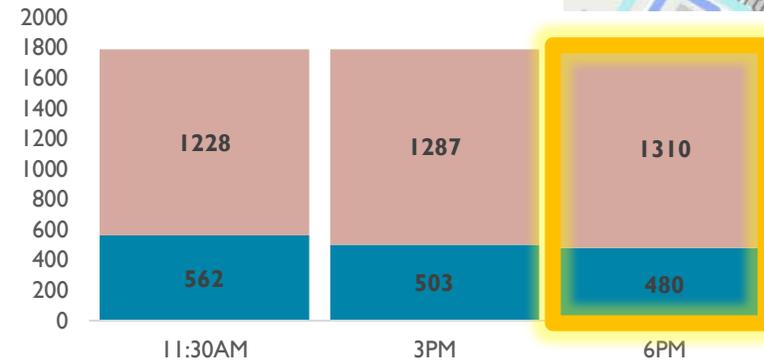
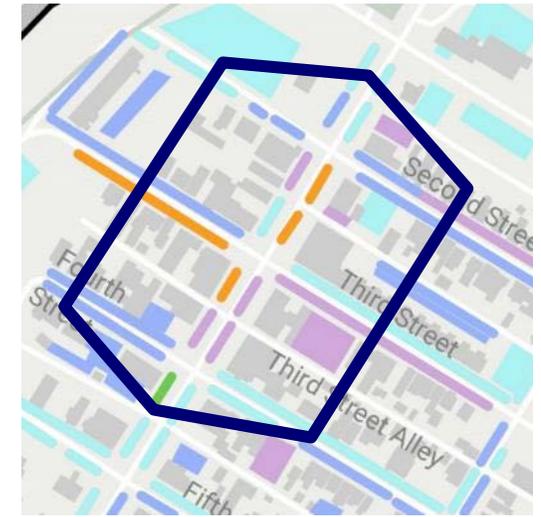
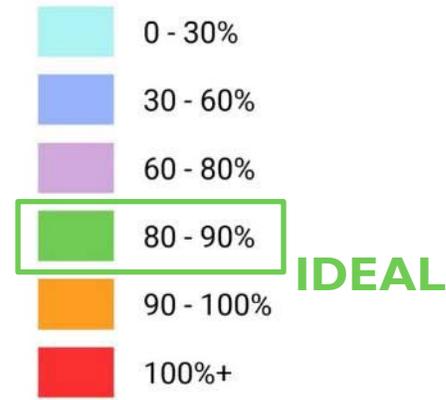
**Avenue A:
58/110 spaces
(53%) occupied**

**More active usage along
Third Street**

27% utilization

**Core Area:
163/325 spaces
(50%) occupied**

Parking Demand



■ Occupied Spaces ■ Vacant Spaces

■ Vacant Spaces ■ Occupied Spaces



Multimodal Conditions

Walking conditions are strongly linked to a community’s parking system by supporting the connection from where vehicles are parked and the destination of a user. When sidewalk conditions are poor, lighting is missing, and the pedestrian environment is unwelcome, downtown users will be more tempted to drive between destinations or unwilling to park at select locations.

The Franklin Regional Council of Governments (FRCOG) conducted a sidewalk inventory for Turners Falls in September 2016, as shown on the right. The inventory found that sidewalks were in relatively good condition, meaning that they were less than 25% cracked, do not contain major frost or root heaves, and are ADA accessible. Deficiencies in the study area were found along:

- The east side of Avenue A between Second and Third Street
- The south side of Second Street between Avenue A and L Street
- Portions of L Street, particularly north of Third Street
- Portions of First Street, including segments with no sidewalk
- Portions of Fourth Street, Sixth Street, Seventh Street, and J Street west of Avenue A

More recently, the Town adopted a Complete Streets Policy in December 2017 and completed a Completed Streets Prioritization Plan in August 2018 in order to become eligible for state funding. Complete Streets Project Grants generated by these plans resulted in the installation of pedestrian and bicycle improvements at the Avenue A and First Street intersection. The Town has identified several projects for completion in the study area including:

- Upgrading the traffic signal at Avenue A and Third Street to better accommodate bicycle and pedestrian crossings

- Several improvements to slow vehicle speeds and increase pedestrian visibility at the Avenue A/First Street intersection
- Sidewalk improvements, crosswalk installations, and new pedestrian accommodations at several locations along Canal Street

The Town has also been active in capturing MassDOT Shared Streets & Spaces grants, using fundings awards to improvement pedestrian accommodations and calm traffic at the Third Street/L Street intersection and Unity Park.

Turners Falls is served by three Franklin Regional Transit Authority bus routes, with service along Avenue A and L Street connecting throughout Montague as well as to Greenfield and Orange.



Zoning

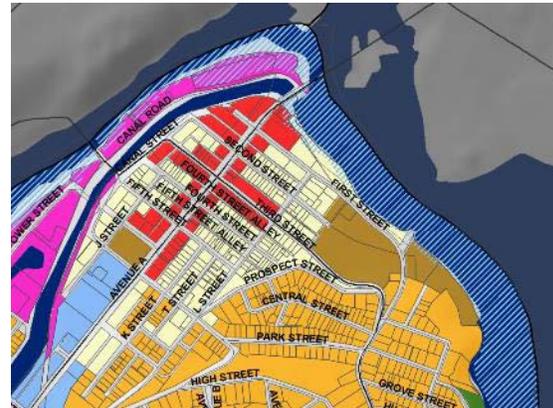


The Institute of Transportation Engineers (ITE) publishes the Parking Generation Manual that serves as a national standard for evaluating parking demand, although it is not perfectly applicable to downtown environments. The report collates data from parking studies nationwide completed by consultants, public agencies, and developers. Most of these studies consider single-use environments in more suburban contexts than Downtown Turners Falls' commercial environment.

Both zoning requirements and ITE standards provide parking ratios based on a unit of development, either per 1,000 square feet, per dwelling unit, or per seat in a restaurant or theater.

Montague employs lenient off-street parking requirements in its Central Business District zones (red in the map to the right), which encompasses much of the commercial area of Downtown Turners Falls. In this zone no off-street parking is required of non-residential uses. In the Neighborhood Business District (off-white in the map), residential requirements are lower than national precedent but commercial requirements are higher.

Montague Zoning Category	Montague Zoning Requirement	Equivalent ITE Category	ITE Observed Parking Use Rate	Comparison to ITE's Observed Use Rates
Dwelling Unit (Central Business or Neighborhood Business)	1 space per unit	Multifamily Housing (Mid-Rise)	1.31 spaces per unit	Lower
Non-Residential (Central Business)	Not required to provide off-street parking			Lower
Retail (Neighborhood Business)	1 space per 200 square feet of gross floor area	Shopping Center	1 space per 500 square feet of gross land area	Higher
Office (Neighborhood Business)	1 space per 200 square feet of gross floor area	General Office Building	1 space per 400 square feet of gross floor area	Higher



Special permits are granted to allow for the use of non-municipal, off-site parking areas to satisfy minimum parking requirements. These require off-site parking to be within a reasonable walking distance with safe pedestrian passage.

PUBLIC OUTREACH



Outreach Process



Public outreach is integral to the parking study, helping to reveal how the parking system is used, perceived, and areas for potential improvement. The study team facilitated stakeholder discussions, a public survey in April and May 2022, and a public open house. These events provided valuable feedback from local residents and business owners.

Why stakeholder meetings?

Stakeholder meetings are an integral part in the planning process. Only through local knowledge can a full understanding of issues specific to the town be investigated. As a result, appropriate and feasible recommendations can be developed.



Turners Falls Parking Study PUBLIC SURVEY

Whether you live, work, or play in Downtown Turners Falls, we want to hear about your parking experience!

The Town of Montague is conducting a parking study in Downtown Turners Falls to better understand:

- Do we need more parking?
- Can we better use what we have?
- How should seasonal demand affect parking operations?
- Is the parking system meeting other Town goals?
- Can improved walking help parking?
- Can finding parking become easier?

The study involves an in-depth process of data collection and analysis. This is **your chance to be heard about parking-related concerns**. Your survey input will be used to develop recommendations to help the Town improve Turners Falls' current parking system and prepare for the future.

WHEN?

The survey will be open between April 21- May 20, 2022

HOW?

- Visit this website link: <https://tinyurl.com/TurnersFallsParking>
- Scan the QR code to the right
- Paper copies of the survey are also available at Town Hall



QUESTIONS?

Contact Walter Ramsey, Town Planner – planner@montague-ma.gov



Stakeholder Outreach



Two stakeholder meetings for the Turners Falls Parking Study were held on the afternoon of **Thursday, March 24** at Montague Town Hall. The first stakeholder meeting involved Town staff members with the second meeting involving business stakeholders and other community members.

Among Town staff, activity along Avenue A and overnight parking management practices were highlighted. Staff expressed that parking is only difficult to find during peak event days, such as when the Shea Theater is active. There is discontent when employees and residents take up parking that could be occupied by customers and visitors. Finally, the importance of having cars off streets during snow events was emphasized, and there were concerns raised about vehicles being abandoned on streets, in Town lots, or for lots to be used for commercial vehicle fleets.

Town stakeholders also emphasized the challenges of parking during peak periods. Requests for short-term parking spaces, better signage, and more accessible parking spaces were raised. The overnight winter parking permit program for L Street and nearby streets was hailed, but landlords in attendance noted that their residents had become accustomed to the idea of not having dedicated parking available. Clearing up the ownership status and prioritizing use of the L Street/Third Street lot was emphasized.

A public meeting was held on the evening of **Tuesday, May 10** at Montague Town Hall. The meeting was sparsely attended; comments during the meeting primarily concerned the overnight winter parking ban.





A public survey was conducted in April and May 2022 to gather feedback from Town residents and stakeholders. In total 86 responses were received.

Key findings are summarized below, with data from the survey profiled by different user groups profiled on the following pages.

Key Survey Findings

- Respondents did not feel there was an issue with finding available parking in Downtown Turners Falls.
- Respondents represented a variety of stakeholder groups, including residents, daytime and evening visitors, workers, business owners, and landlords.
- Most respondents reported being able to find a space at their destination and in little time on a typical day.
- A third of residents with vehicles reported being negatively impacted by the winter overnight parking ban.
- Respondents preferred investments to the multimodal environment, improved lighting, more wayfinding, policies restricting long-term vehicle storage on streets, and regulations encouraging customer parking along Avenue A as preferred ideas.
- Respondents felt that pricing would not be a good idea in Downtown Turners Falls.



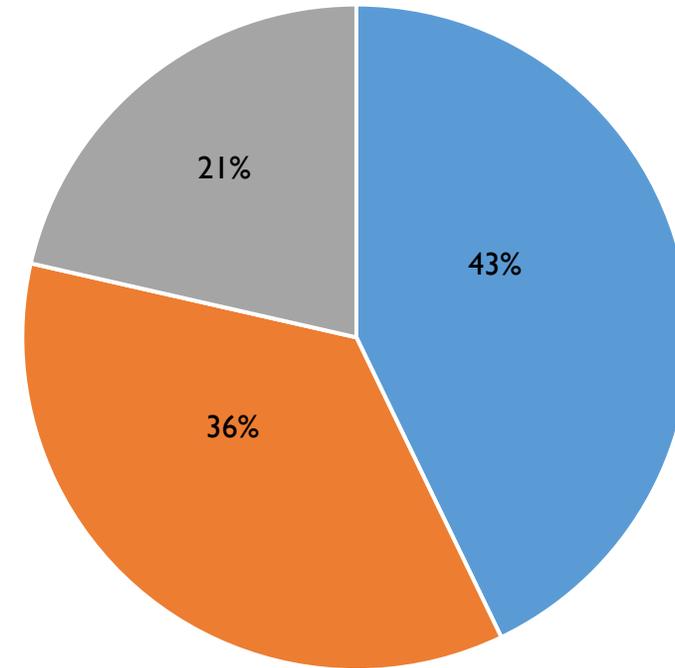
Public Survey- Business Owners

- Fourteen respondents were business owners or landlords requiring parking of some sort; only five of these provided parking for their employees or residents on-site.

If you own a business or are a landlord in Downtown Turners Falls, how do you provide parking for employees, residents, and/or vehicle fleets?

“The lots fill up early, and people can't park on the streets during the snow removal months”
-Business owner

“The winter parking ban is difficult for my tenants.”
-Landlord



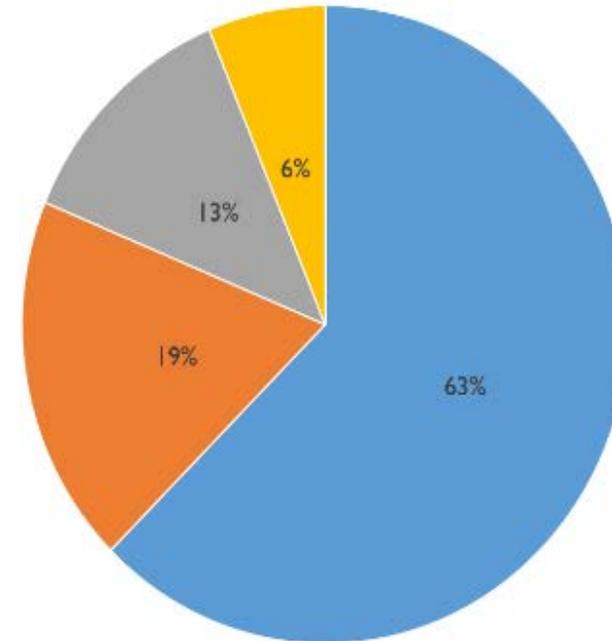
- I direct my employees and/or residents to (or keep my vehicle fleet at) nearby, available parking
- I provide parking for my employees, residents, and/or vehicles on-site
- I don't direct my employees and/or residents to park in a specific location

Public Survey - Winter Overnight Parking Ban



- Forty-eight respondents lived in Turners Falls and required parking for their vehicle; of these respondents, **32%** reported being impacted in some degree by the **overnight winter parking ban**.
 - Three respondents had **obtained permits from the Town for on-street overnight winter parking**.
- 40% of business owners** say that the overnight parking ban impacts them on some or most nights
- 11% of visitors** say that the overnight parking ban impacts them on some nights by not allowing them to park at their preferred location

How does the overnight parking ban in Turners Falls between December 1 and April 1 impact you?



- It does not impact me because I have a reserved, off-street space (e.g. driveway, space behind residence)
- It impacts me on some nights but not others by sometimes preventing me from parking at my preferred location
- It impacts me on most nights by preventing me from parking at my preferred location
- It does not impact me because I have a parking permit which allows for on-street overnight winter parking along portions of L Street, Prospect Street, and North Street

Public Survey by Public Responder Recommendations



- Of ideas to improve the parking experience in Downtown Turners Falls, results indicated:

Idea	Would Be Effective (Responded 4 or 5)	Would Not Be Effective (Responded 1 or 2)
Upgrade the walking environment and accessibility infrastructure	64%	14%
Introduce more bicycle infrastructure (racks, lanes, bikeshare stations)	58%	18%
Restrict long-term vehicle storage on streets or public lots, with permits made available to accommodate select circumstances	54%	19%
Implement more wayfinding signage to direct visitors to parking lots	53%	16%
Upgrade lighting in commercial areas and in parking lots	52%	21%
Designate select locations (such as along Avenue A) for customer/visitor parking only	48%	28%
Provide more parking locations	39%	32%
Designate select locations (such as along side streets) for customer/visitor parking only	35%	34%
Introduce short-term parking at desirable locations (such as 15-minute parking for take-out)	31%	40%
Introduce loading zones which restrict visitor parking at select times, to accommodate deliveries	24%	40%
Introduce designated pick-up/drop-off areas	21%	41%



Public Survey- Approval of Recommendations

Please indicate your approval of the ideas below to improve the parking experience in Downtown Turners Falls
(1 – I don't think this would be effective; 5 – I think this would be highly effective)

1 2 3 4 5



DEMAND MODELING



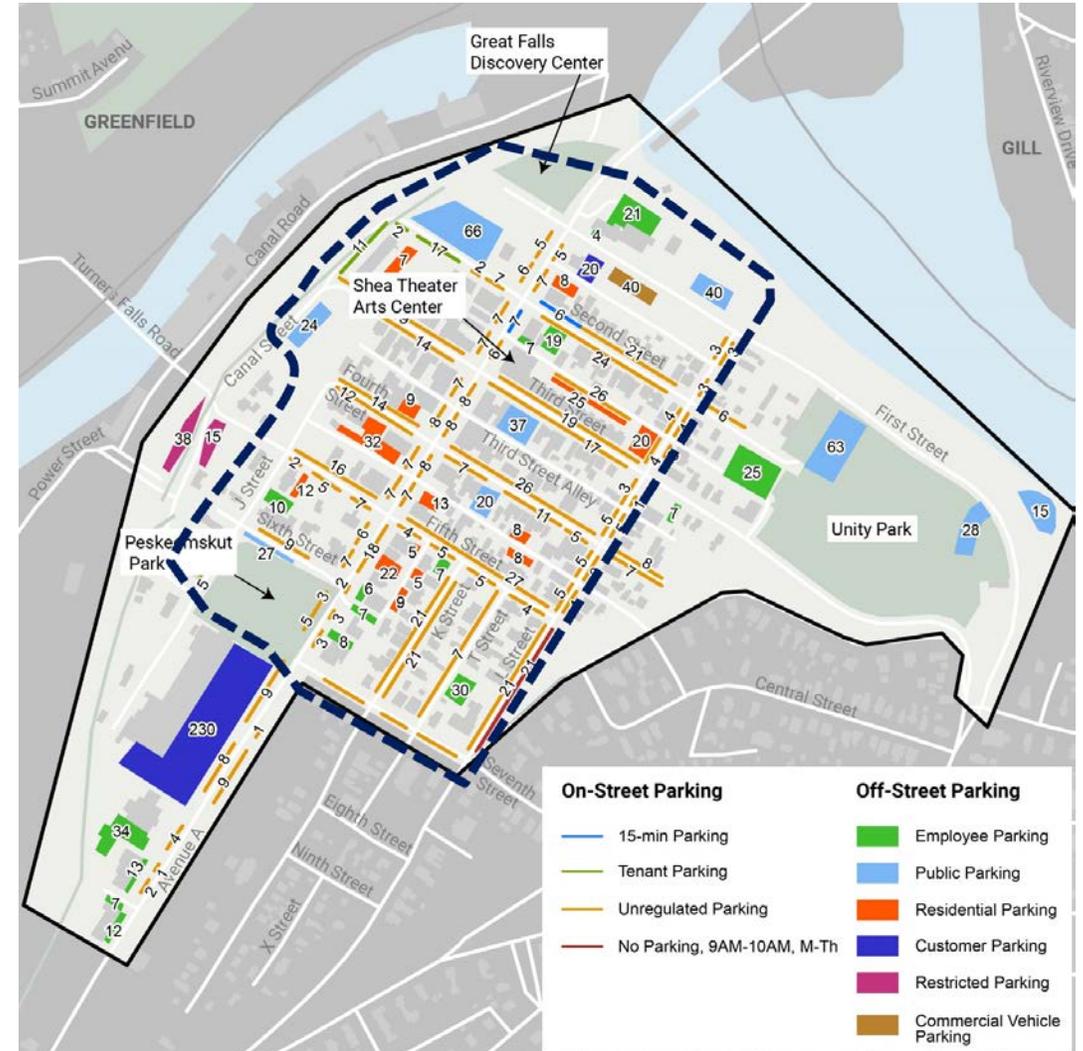


Shared Parking Demand Model

An analysis of the existing parking supply's ability to accommodate future development for Downtown Turners Falls was carried out using a customized shared parking demand model. This section covers the inputs to this model and its findings when new development is projected for Downtown. The focus area of this exercise is shown to the right and is meant to encompass a five-minute walk from available parking to businesses, retail, and restaurant along Avenue A.

A core component of this analysis is an understanding of the land uses present in the community. Parcel-level land use data from the Town of Montague was shared with the project team and verified through a combination of staff feedback, online research, and "windshield" surveys on Google Maps.

Land Use	Size	Units
Office	48,000	Square Feet
Retail (inc. services such as hair salons)	55,000	Square Feet
Restaurant	28,000	Square Feet
Institution (Church, Museum, Theater)	59,500	Square Feet
Apartments	400	Units
Warehouse	2,000	Square Feet
Bank	5,000	Square Feet



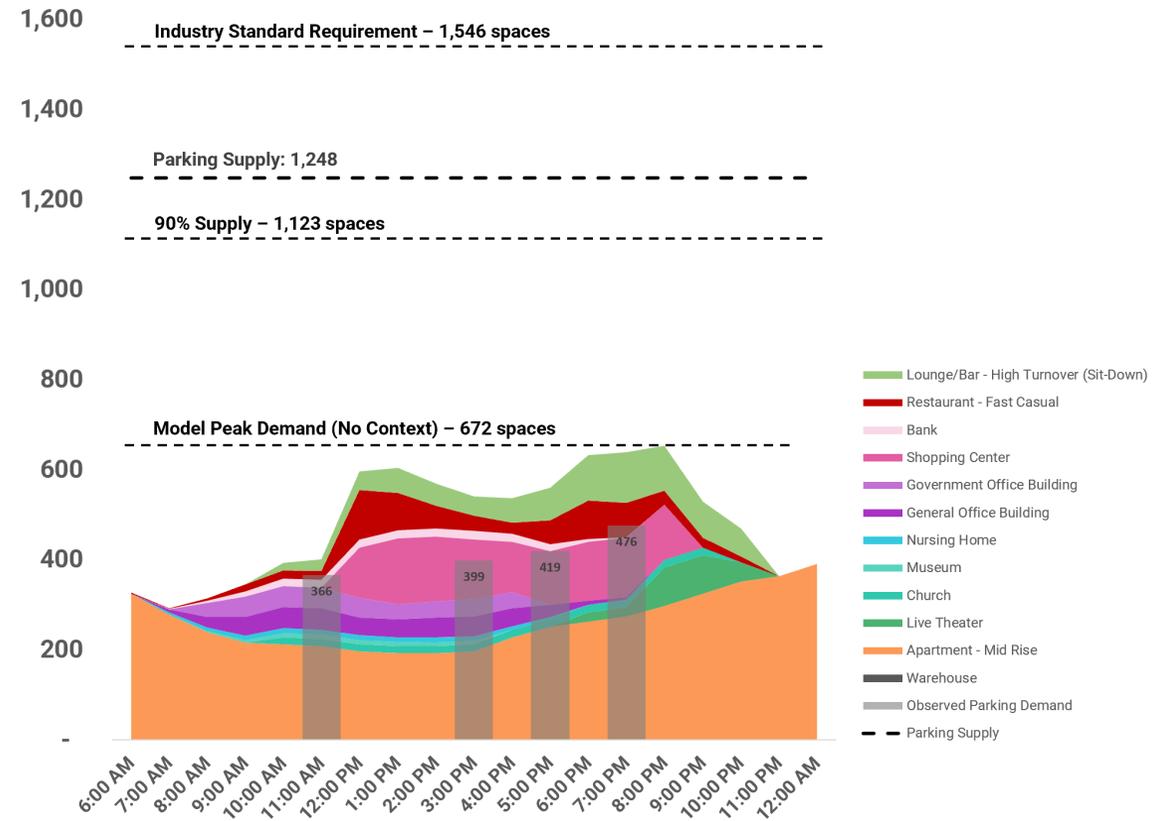


Estimating Parking Demand

A typical approach to estimating parking demand assumes that each land use in a downtown needs its own supply of parking and thus simply adds together the amount of parking demand “required” for each use to estimate demand. This level of analysis assumes that demand for each land use is constant throughout the day and that the parking supply for each parcel is at a quantity needed to accommodate its highest demand. Whereas the total parking supply in the focus area is 1,248 spaces, this industry standard approach would yield 1,546 spaces given the study area’s land uses.

An analysis based on “real demand” more accurately reflects demand patterns that vary by use throughout the day. The Urban Land Institute (ULI) publishes the Shared Parking Manual, which provides analysts with a methodology to estimate real parking demand over time in mixed-use areas like Downtown Turners Falls. The Shared Parking Manual was referenced to create a model of demand if parking supply were to be shared across the entire study area.

For example, demand at an office is low in the middle of the night, hits its peak in the middle of the day, and drops off again in the early evening. Conversely, a restaurant may have little to no demand during the day but peak around the dinner hour. Modeling parking demand of these land uses applies a time-of-day percentage to the peak parking demand rates to create a more realistic estimate of demand in mixed-use environments like Downtown Turners Falls, as demonstrated to the right. However, this approach lacks further adjustments to account for local context.



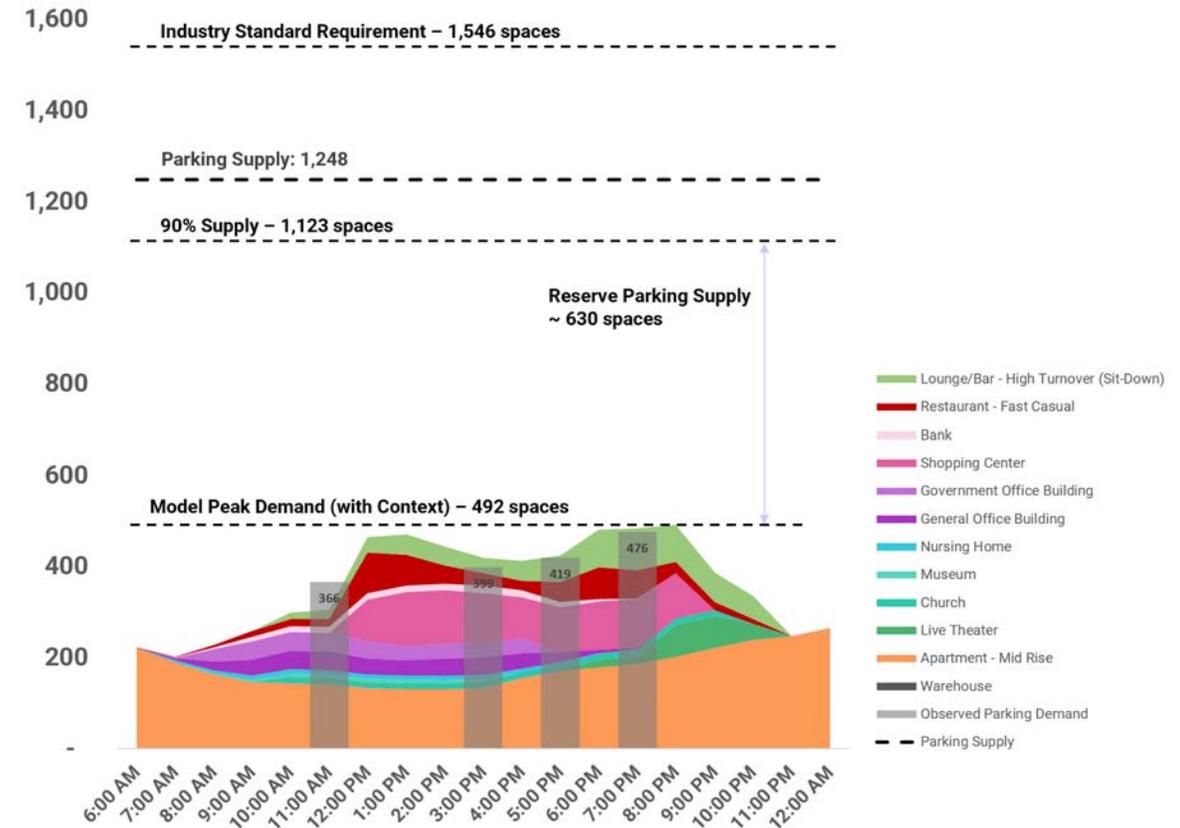


Real Parking Demand in Turners Falls

Parking demand is further reduced in downtown environments because retail, commercial, office, and residential uses are closer together and more walkable. Users that opt to walk within the focus area to get from one destination to another (without parking their vehicle) are considered “internally captured.” Depending on the use, this can reduce total parking demand from stand-alone uses an average of 15%. In addition, the walkable focus area may have trips from outside that don’t need a car at all, so additional reductions can be taken for some users. Finally, certain vacancy assumptions for housing, office, retail, and restaurant uses were also incorporated into the model.

Using the ULI methodology together with these local context reductions applied to parking demand rates from Institute of Transportation Engineers, parking demand was modeled in the study area. Parking utilization counts captured for the study were used to calibrate the model, resulting in a model that is based off of observed demand. The modeled peak demand falls above the study’s observations to provide a conservative estimate of the amount of parking needed for existing land uses in the study area.

The results of this exercise point to the existing parking supply in the focus area being approximately 630 spaces larger than the need at the Friday evening peak, although approximately 10% of this supply should be held in reserve. It is important to note that not all this parking is in the exact right location or currently regulated appropriately to support additional development. However, strategies discussed in this report involve use of some of this excess parking to support new development would save significant financial and land costs compared to building new parking.



Scenario #1: Anticipated Development



Two development scenarios in the focus area were studied to evaluate the impact of new development on the downtown parking supply.

The first scenario involved the addition of two anticipated development projects on Avenue A and First Street. It is anticipated these projects will place very modest growth for downtown parking demand, adding approximately 25 spaces to the peak, which shifts to earlier in the day.

Scenario #1

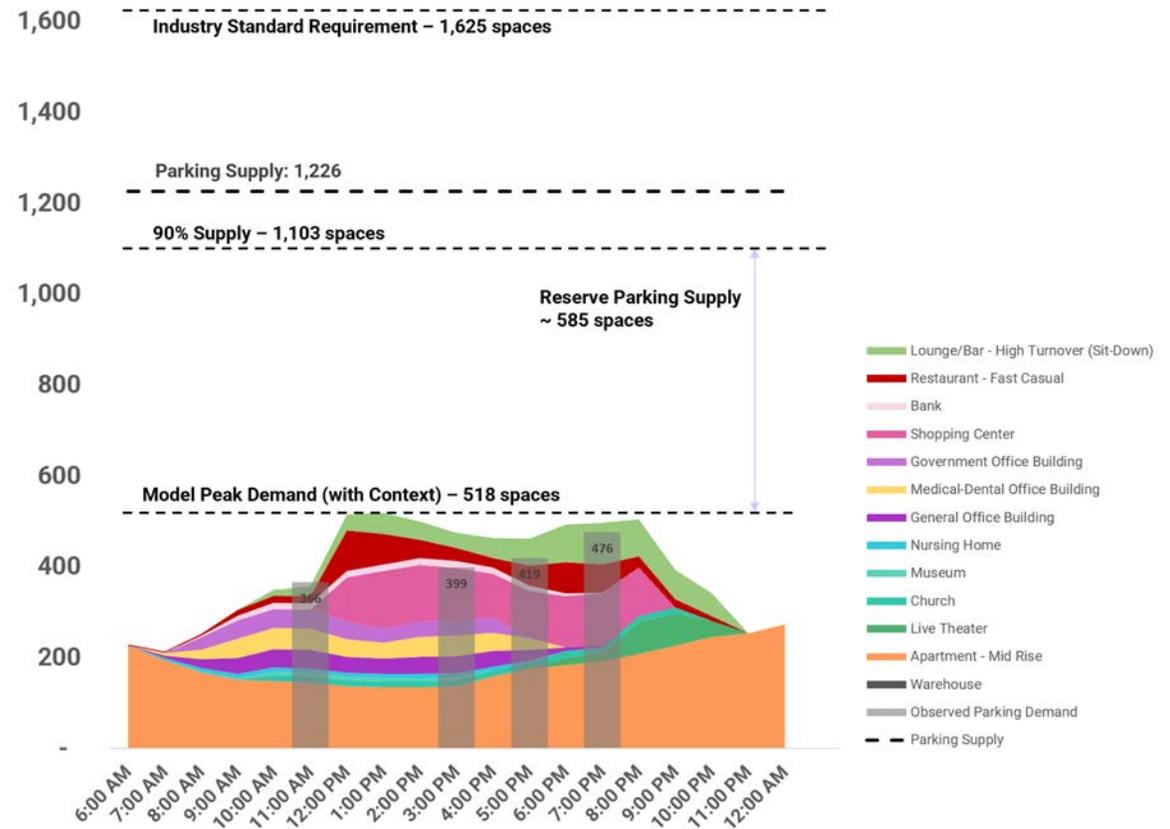
Incorporate Anticipated Development

38 Avenue A

8,000 square feet of retail and 16,000 square feet of medical office with no new parking

First Street

12 apartments units with a net loss of 22 spaces, as 18 spaces replace an existing 40-space lot.





Scenario #2: Development Build-Out

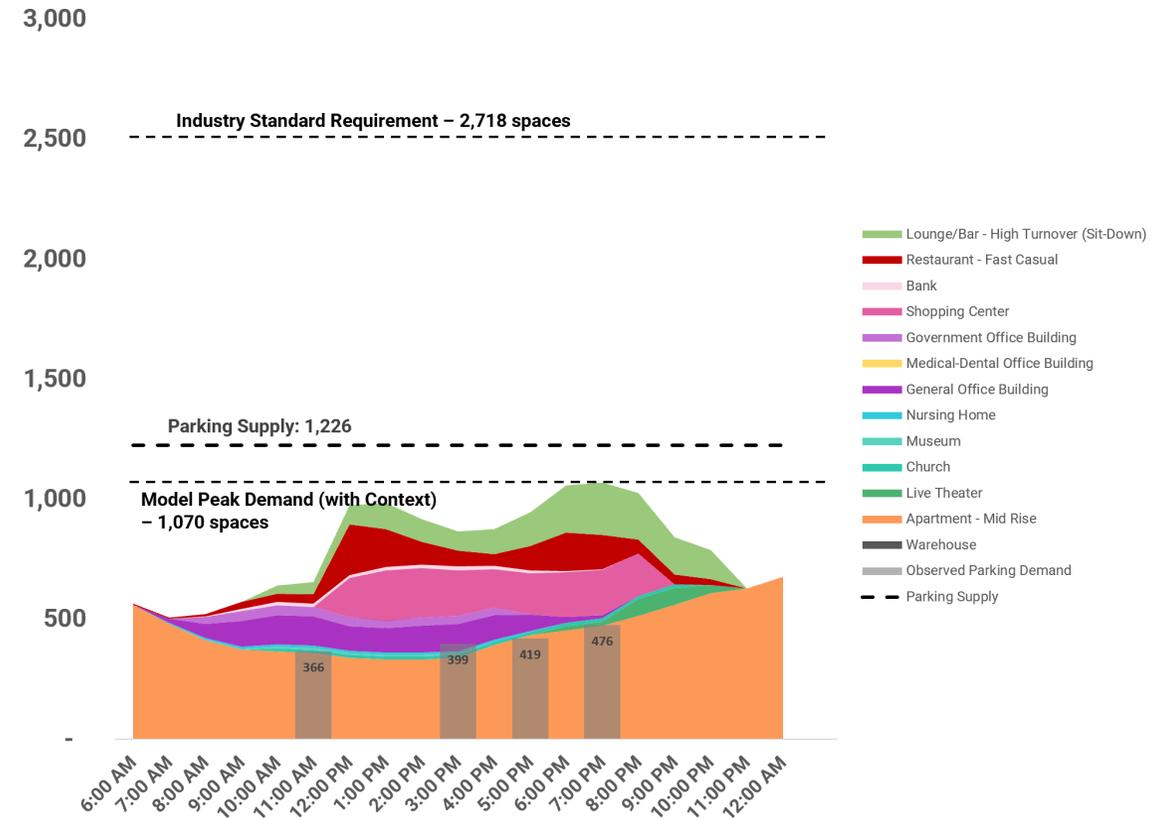
The second scenario sought to exhaust the Downtown parking supply. This involved a 125% increase in the number of apartment units and square footage of non-governmental office, restaurant, and retail uses in the focus area.

Buildout to this level approaches the 90% threshold in which 10% of the parking supply continues to be held in reserve. This exercise also assumes no growth in the parking supply associated with this new development.

Scenario #2
Exhaust Downtown Parking Supply

125% increase for the following land uses:

- **Apartments:** 496 units
- **Non-Gov't Office:** 40,700 square feet
- **Restaurant:** 35,150 square feet
- **Retail:** 68,850 square feet



FINDINGS & RECOMMENDATIONS





As presently constituted, the parking system in Turners Falls is able to accommodate demand at peak conditions. This study notes:

- Parking occupancy, at peak periods, falls well below industry standards for availability.
- The parking system can accommodate anticipated future growth.
- Regulations in the community are generally straightforward.

However, spare capacity in the parking supply is not an indication that the parking system is working as well as intended, or as it should be.

Several instances of feedback gained through the public outreach process found concerns related to residential, employee, and customer use of parking:

- The importance of Avenue A for retail spending means that availability along the corridor is particularly important for customer parking.
- Overnight winter parking policies are a matter of frustration for residents.
- The system should evolve to meet growing needs over time.



The Importance of Avenue A and Third Street



Avenue A's prominence in generating retail spending and tax revenue for the Village speaks to the need for parking in and around the corridor to accommodate user needs.

Several unique factors of Turners Falls' street layout and the Village's larger geographic context play into the importance of ensuring parking availability along Avenue A:

- The street serves as the primary northern and southern entry point into the Village; should a motorist travel the length of the corridor without parking they will need to drive past the Gill-Montague Bridge (northbound travel) or towards Eleventh Street (southbound travel) before they can turn around and re-enter the retail district.
- Competing retail options in Millers Falls, Greenfield, and Montague Center are less than 10 minutes away, providing a ready alternative if visitors feel they cannot find a parking space.
- Larger blocks limit the total amount of curbside space which can be used for parking along side streets within walking distance from Avenue A.

The following recommendations recognize the configuration of retail, residential, and office uses in Turners Falls and seek to resolve community concerns brought up through this study to most effectively manage parking supply in the community.





Designate Avenue A and Third Street for Customer Parking

Oftentimes, a simple nudge to remind parking users of where they should and shouldn't park is helpful to better manage demand. Although parking is plentiful in Downtown Turners Falls, residential and employee parking can oftentimes be observed along Avenue A and Third Street despite these corridors best serving customers of downtown retail and restaurants. This recommendation would deploy signage to demarcate on-street parking for customers at these locations. Signs can be deployed on each block face, at a rate of one sign for every four or five spaces, to reinforce the request without creating sign clutter.

The purpose of the signage isn't to restrict parking along these areas to customers only at all times; as the utilization exercise showed, even at peak periods there is still available parking along these corridors. The purpose of the recommendation is rather to:

- Assist with visitor wayfinding in order to quickly find an available space
- Better ensure capacity at parking locations closest to retail uses and restaurants
- Create a soft "regulation" which allows for non-customer use of spaces during off-peak periods

The visitor parking signage should not be treated as a regulation to be enforced by the Police Department. It is impractical to expect vehicles to be tracked based on the purpose for parking. If the visitor parking regulation along Avenue A and Third Street is not being observed by motorists, particularly during peak periods, the Town could place flyers on vehicles or evaluate whether the regulation and the associated resident/employee regulation is best serving Village needs.





Incentivize Local Parking Along Side Streets and Alleys

Concurrent with the customer parking recommendation, select side streets such as Second Street, Fourth Street, and Fifth Street can be designated as resident and employee only.

Given the existing capacity in Downtown to accommodate all types of parking users, this designation is meant as a failsafe for particularly busy periods, as well as to ensure residents and employees on Avenue A and Third Street are ensured of designated parking in short distance.

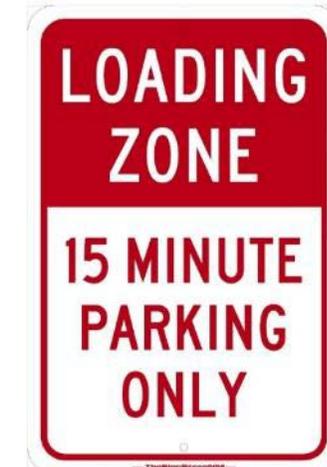
Signs can be positioned with less frequency than the customer parking designation along Avenue A and Third Street given the reduced utilization observed on these corridors.



Designate Specific Spaces for Short-Term Parking and Loading

Feedback from this study found that certain businesses along Avenue A, such as Turners Falls Pizza House and Connecticut River Liquors, desire short-term parking for takeout and other short visits. Presently, short-term parking is accommodated in the vicinity of the Avenue A/Second Street intersection; the Town should revisit at a regular basis where short-term parking is accommodated and encourage an open line of communication with businesses to allow for the designation of short-term parking spaces as demand allows.

Angled parking along Avenue A is not ideal for loading activities; the Town should designate spaces at intersections with Avenue A and side streets for loading activities; these spaces can be designated for loading for a short time period of the day or throughout the day.





Modeling Anticipated Customer, Resident, and Employee Parking Demand

Two additional scenarios of the shared parking demand model were carried out to assess the impact of designated customer, resident, and employee parking areas along Avenue A, Third Street, and associated side streets. These scenarios are in line with the recommendations just described.

Scenario #3

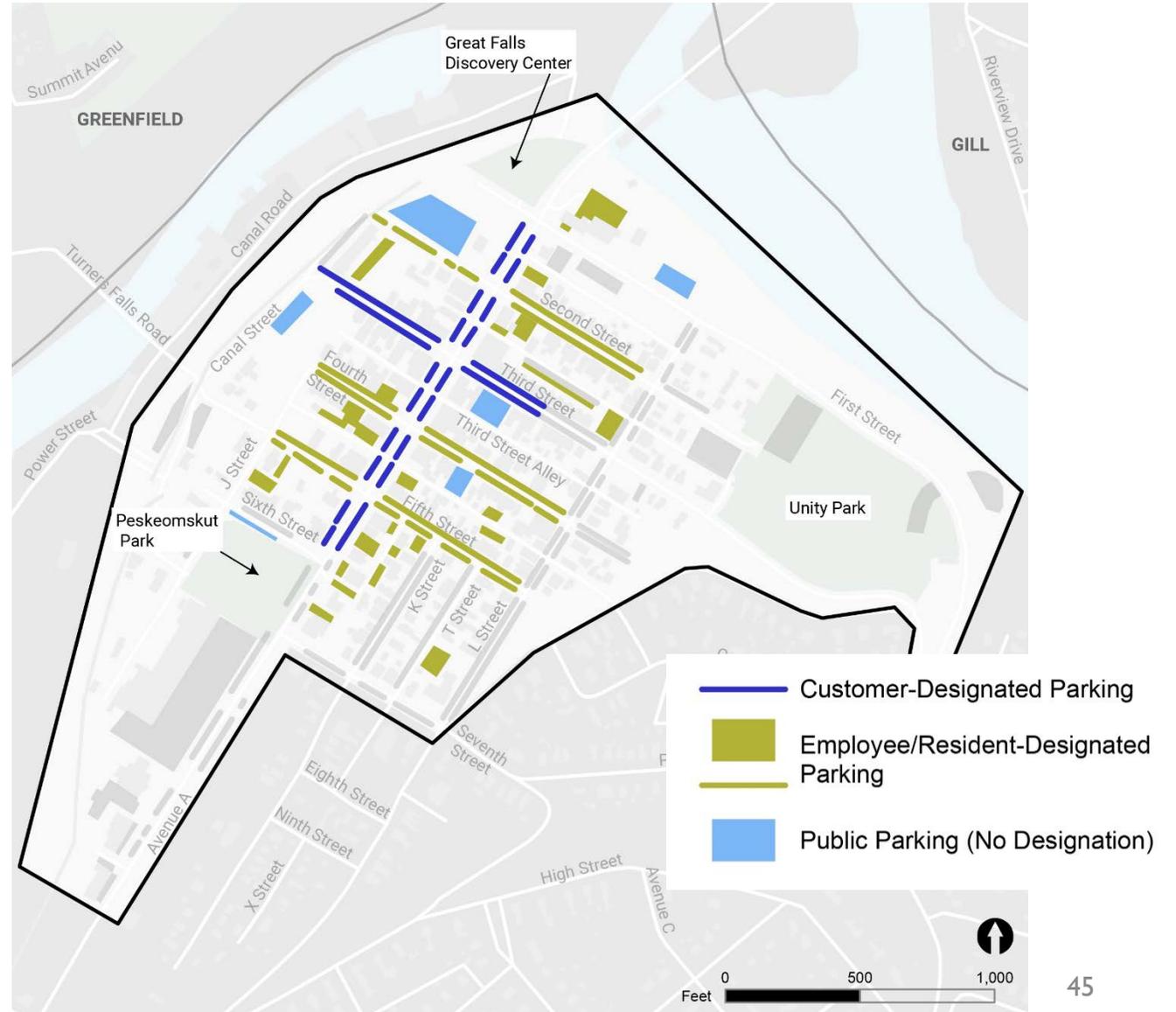
Customer Parking Designation

- Avenue A between First and Sixth Streets
- Third Street between J Street and halfway between Avenue A and L Street
- All off-street customer parking in focus area
- Half of off-street public parking in focus area

Scenario #4

Resident and Employee Parking Designation

- Second Street between Canal Street and L Street
- Fourth Street between J Street and L Street
- Fifth Street between J Street and L Street
- All off-street residential parking in focus area
- All off-street employee parking in focus area
- Half of off-street public parking in focus area



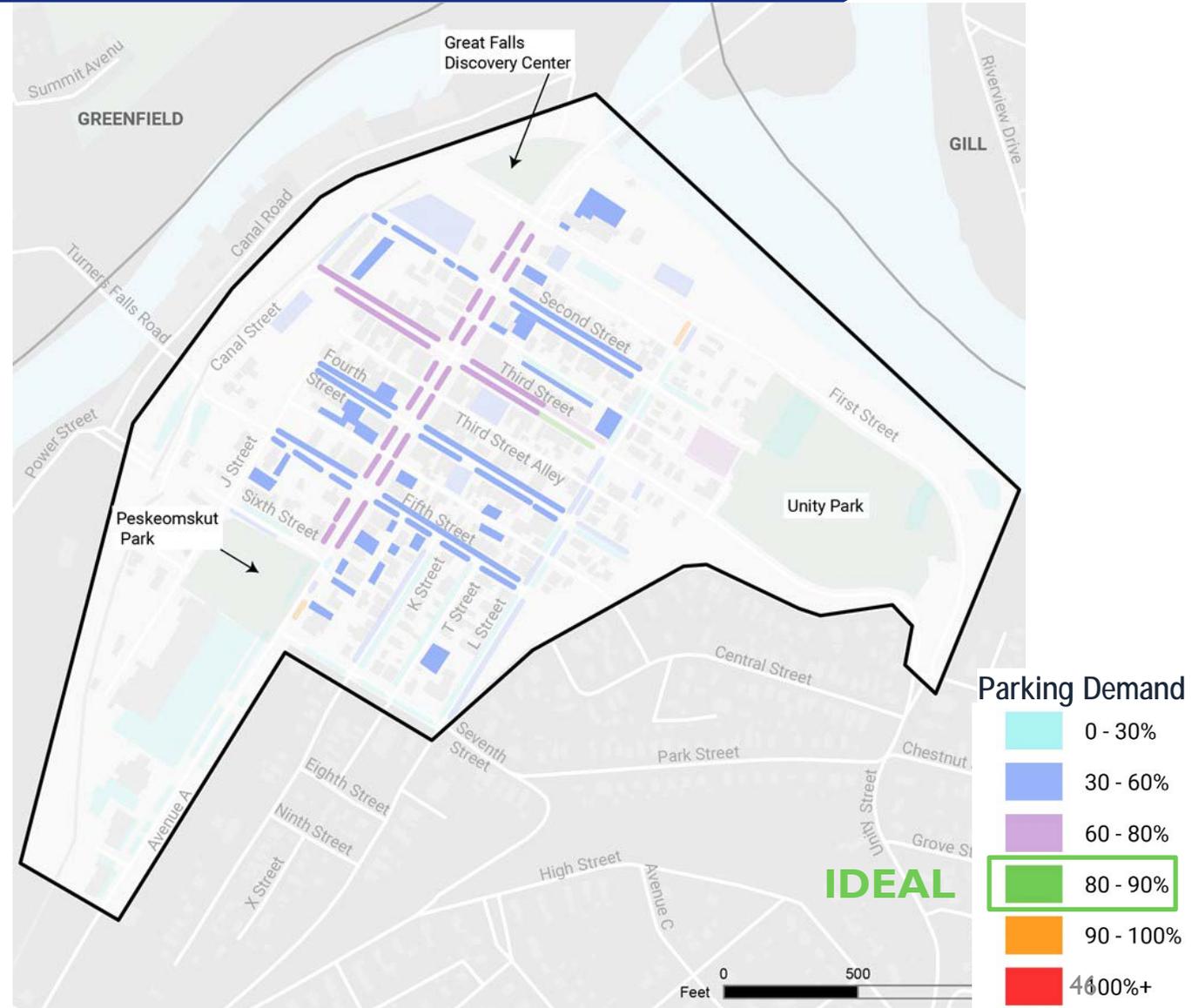


Modeling Anticipated Customer, Resident, and Employee Parking Demand

Customer, resident, and employee utilizations by designation are shown to the left for the early evening observed peak utilization in the focus area.

Customer designated parking is approximately 75% utilized, approaching ideal utilization for a downtown. When residents and employees are parked in these areas, availability can be harder to come by.

Resident and employee designated parking is more available, with about 40% utilized, ensuring that these user groups are unlikely to have trouble finding parking even in peak periods.



Improve Downtown Wayfinding



The 2021 Rapid Recovery Plan for Turners Falls noted that many project participants raised a lack of signage as a significant issue for the Village. The Plan writes “it can be hard to find and navigate where to park, how to access the theater and shops, and many people don’t know Turners Falls is a destination”.

As it relates to parking, some municipal lots feature signage with common branding (Unity Park, Canal/Third Street lots) but others are unsigned or signed differently. No common wayfinding system directs motorists from corridors like Avenue A to these lots. For instance, signage as one enters the community from the Gill-Montague Bridge notes the small lot for the Shea Theater but lacks information for larger, more publicly-available lots; with several signs present, even this information can get lost.

A larger community branding scheme can be integrated into the design, manufacture, and installation of parking wayfinding signs at key locations, as recognized by the Rapid Recovery Plan.



Improve the Downtown Multimodal Environment

The Town has prioritized investments in multimodal infrastructure in recent years, as described in the Existing Conditions section. Gaps in the sidewalk network persist from off-street parking resources, such as the north side of First Street between the Fishladder parking area and Avenue A and the north side of Second Street between the Great Falls Discovery Center and Avenue A. Additionally, signs of wear are apparent on some sidewalk surfaces as well as with pavement materials. Lighting is absent in most municipal lots.

Given the importance of the Canalside Rail Trail and the plethora of recreational travel options in the area, Turners Falls is well-positioned to continue attracting recreational tourists. Bicycle lane and bicycle parking options for the visitors can generate retail spending, such as for bicyclists at the end of rides, while keeping prime vehicle parking spaces along Avenue A and Third Street open for other customers. It also ensures parking options like those in the vicinity of Unity Park are well-utilized.





Wayfinding and Multimodal Environment



Opportunities exist along the length of Avenue A to strategically add bicycle racks; owing to the street's extensive width



Enhancing lighting and introducing loading zones improves the utility of the parking system



Overnight Parking Policies



This study's utilization and shared parking demand modeling exercises found significant capacity for introducing new housing in Downtown Turners Falls. However, the effective parking capacity in the winter is reduced by the 680 on-street spaces where parking is prohibited between 1:00 AM and 5:00 AM between December 1 and April 1, as well as additional spaces in the Colle-Shea lot.

As the 2021 Rapid Recovery Plan notes, the vast majority of downtown housing units pre-date zoning and do not have adequate off-street parking and thus rely on public parking. At the time the Planning Department observed downtown multi-family housing units converting yard areas to parking and increased curb cuts for parking spaces, which harms Turners Falls' urban fabric.

Confusion also persists relating to the listed policies on Town signage in municipal lots regarding snow clearance, and whether parking is prohibited at set times throughout the winter or just during snow events.





Modify Overnight Winter Parking Ban

Between December 1 and April 1 no on-street parking is allowed between 1:00 AM and 5:00 AM, requiring those who typically park on-street to find parking in a public lot. This can create daily walks of a block or more for many residents, made worse when sidewalks are icy or not cleared of snow or when fulfilling errands such as grocery store visits. Vehicles left in public lots during the day also occupy parking spaces which could be used by visitors and employees of nearby retail establishments.

The justification for prohibiting vehicles from streets during a snow event is well-founded; plows struggle to clear streets when cars are present. However, a “one size fits all” approach create difficulty for residents. Recently, the Town has implemented a permitting system along parts of L Street, Prospect Street, and Ninth Street, allowing up to 35 residents to pay \$25 for on-street parking at locations where street widths are wider. The system has been successful, with the understanding that permit holders must deal with the potential of being plowed in and also must clear the parking area at a specified time following a snow event.

The graphic to the right shows how the winter overnight parking ban could evolve to better fit the desires of residents while accommodating the needs of the Department of Public Works.

Enable same side parking for streets throughout the winter

Introduce snow emergency alert system; allow on-street parking outside of snow events

Designate priority corridors to prohibit overnight parking, whether on a nightly basis or during snow emergencies



Modify Overnight Winter Parking Ban

Enable same side parking for streets throughout the winter

The Department of Public Works notes that street widths often prevent plows from effectively clearing streets of snow when vehicles are parked.

By limiting on-street parking to one side of streets, alternating on an annual basis, plows should be able to clear streets while limiting the inconvenience caused for residents.

This strategy could be paired with a new snow emergency protocol rather than as a blanket prohibition of parking throughout the winter.

Introduce snow emergency alert system; allow on-street parking outside of snow events

A successful snow emergency alert system should be multi-pronged; the least technologically-savvy resident must be notified. In a community of Turners Falls size, even a method of direct outreach to the hardest-to-reach residents could be employed. Other strategies include:

- Reverse 911
- Social media posting
- Flashing beacon systems

Designate priority corridors to prohibit overnight parking, whether on a nightly basis or during snow emergencies

Some communities will designate major thoroughfares to be cleared of vehicles for snow events given the importance of facilitating vehicle access for the community at large. A prohibition of parking along Avenue A or Third Street, for instance, could ensure that these streets will be effectively cleaned by DPW staff.

This strategy could be paired with a new snow emergency protocol rather than as a blanket prohibition of parking throughout the winter.



Modify Overnight Winter Parking Ban

Communities have implemented these kinds of winter notification policies across the country. Appropriate signage and emergency lighting indicators can be installed to alert the public of the new policies and/or presence of a snow emergency.





Introduce Regulations to Limit Long-Term Vehicle Storage on Streets

An additional finding from the public feedback process concerned vehicle abandonment on streets and in Town lots.

Sufficient supply on streets and in off-street lots indicates that abandoned vehicles are not placing a strain on the parking system. However, these vehicles can create blight on streets and in off-street lots, as well as cause frustration when vehicles are left long-term in front of residences. For commercial vehicles, fleet storage in public lots represents an abuse of a public resource for private gain.

Policy can be introduced into the Town's bylaws which limits vehicle storage on streets and in public lots to 72 hours for personal vehicles and 48 hours for commercial vehicles. This bylaw should be passively enforced; vehicles can be reported by residents with less punitive measures of enforcement such as direct outreach or vehicle fltering before vehicles are towed. Additionally, the Police Department should log notifications from residents who will be leaving vehicles on streets beyond the timeframe for vacations and other reasons.





Additional Recommendations

Even without a constrained parking system at present, the Town can introduce best practice parking management principles to create flexibility and options for private lot owners to open excess capacity to other users as well as keep ahead of potential future demand pinch points.

Formalize shared parking arrangements

Montague allows for the use of off-site parking to satisfy parking minimums, but the legwork for identifying an opportunity falls on the developer. The Town could serve as an agent by connecting private parties desiring parking to lot owners with excess capacity, whether for a development project or not.

Alternatively, the Town could enter into a formal agreement with private lot owners to provide in-kind services in exchange for parking lots being opened for more general usage, while preserving zoning entitlements and the right to revert. This usage could be unrestricted (open to the public at all times for any purpose) or limited to selected parking spaces, certain times of the day or days of the week, or for certain users such as residents or employees of downtown businesses. In-kind services provided by the City could include plowing or provision or maintenance of lighting, signage, or pavement, among other options. An arrangement like this may be appropriate at the corner lot at Third Street and L Street

Conduct regular utilization counts

Moving forward, should the Town experience increased demand for parking, a strategy should be in place which allows the Town to first count space occupancy and then consider whether changes to use regulations, time regulations, or even pricing in specific locations are appropriate.

A typical threshold used by communities is 85 percent occupancy along a block face or in a public lot. As a key goal for any parking system is planning for space availability, utilization above this rate makes use of the parking system challenging. At this level, incentivizing use of remote parking (such as through more formally regulating longer-term parking in one or more Town lots or along additional side streets) becomes appropriate.



Additional Recommendations

Other recommendations involve planning for a high-activity events and being mindful of best practice design principles for any future streetscape project, particularly in response to concerns raised during the stakeholder outreach process.

Special Events

Cities around the world have demonstrated through practice the positive economic impacts associated with pedestrian-only events, such as attracting new visitors. The Town would be well-served to develop an event parking management plan for circumstances which involve the closing of village streets, mainly Avenue A or Third Street. A management plan like this would encourage use of other travel modes as well as push motorists to off-street parking lots which this study has demonstrated typically have capacity. Additionally, use of private lots could serve as a harbinger for more regular sharing of parking as part of a shared parking district.

To achieve this outcome, an event management plan should address traffic circulation throughout the downtown area and direct visitors to available parking. For satellite parking further from the Avenue A corridor, such as parking associated with Unity Park, facilitating pedestrian wayfinding to the Downtown area should be a focus of a plan.

Design Improvements

A notable feature of parking along Avenue A is the angled spaces encountered by motorists, in contrast to the parallel parking present in many other communities. Avenue A's wide right-of-way makes angled parking the most appropriate design option in the absence of an extensive streetscape reconstruction which is able to obligate more space for multimodal uses, such as wider sidewalks or a landscaped median. Otherwise, conversion to parallel parking will leave too much street width for vehicle travel, encouraging faster driving and diminishing the street's walkability.

Other pieces of feedback raised during the outreach process found the desire to:

- Extend STOP lines on side streets to better meet the sightlines needed to observe Avenue A traffic; this should only be undertaken where extension of STOP lines does not conflict with pedestrian crossings.
- Ensure that accessible parking is brought in line with state standards along Avenue A

WendyB-Montague Selectboard

From: Walter Ramsey - Montague Planner
Sent: Thursday, July 14, 2022 3:39 PM
To: StevenE - Montague Town Administrator; WendyB-Montague Selectboard
Subject: Burn Dump Status Update for 7/18 Selectboard Meeting
Attachments: Montague BD Opinion of Probable Cost (1) (1).pdf

Closeout Design for Southern Pond and Northeast Erosion

TOM contracted with GZA to engineer a resolution to DEP capping closeout requirements The design has been drafted and an opinion of Probable Cost has been created. The design work is pending DEP approval. The OPC for construction work totals \$352,032 (See attached breakdown). The work involves improvements to the southern drainage pond, eastern array drainage area, and the drainage improvements around the solar canopy. Kearsarge is contractually required to implement the improvements so that the requisite DEP permits can be obtained. Conversations with Kearsarge and DEP are ongoing. The work is not yet scheduled.

Burn Dump Engineering Budget

The Town's contracted engineering budget of \$247,800 is currently projecting a shortfall of \$11,975.45. In December, when the Amendment #2 was approved for the closeout design, I had projected that there was enough money in existing appropriations. However I have determined that my calculation did not account for a pending GZA invoice that was not yet received by the town. The matter is not of immediate urgency since much of the remaining expense will not be needed until improvements are complete, however the matter may need to be considered for a Fall Special Town Meeting appropriation or the unexpected engineering appropriation.

Initial Construction Admin agreement 5/8/20: \$145,800 (\$16,500 remains)

Amendment #1 Excess Waste design and CA 8/25/20: \$50,000 (contract complete)

Amendment #2 Closeout Design 2/7/2022: \$52,000 (\$35,500 remains)

Total contracted value: \$247,800

Contracted Budget remaining: \$52,000

Remaining balance of funds across 4 accounts: \$40,024.55

Total Contracted value - remaining appropriation= \$11,975.45

Respectfully,

Walter

Walter Ramsey, AICP | Montague Town Planner | (413) 863-3200 x 112 | planner@montague-ma.gov

Engineer's Opinion of Probable Cost for Montague Burn Dump Erosion Control Project

Item	Units	Unit Rate	Estimated Quantity	Estimated Cost
Engineer's Opinion of Probable Cost for Montague Burn Dump Erosion Control Project				
CONSTRUCTION				
<i>Mobilization, Demobilization and Erosion Control</i>				
Mobilization / Demobilization	LS	\$ 10,000.00	1	\$ 10,000.00
Straw Wattles	LF	\$ 7.00	2400	\$ 16,800.00
Subtotal				\$ 26,800.00
<i>Proposed Solar Canopy Drainage Improvements</i>				
Earthwork & Excavation Areas (Volume = Crushed Stone Layer)	CY	\$ 36.00	635	\$ 22,860.00
Crushed Stone (Volume = Crushed Stone Layer)	CY	\$ 81.50	635	\$ 51,752.50
Fabric Installation (Areas = Crushed Stone Layer)	SY	\$ 7.25	2010	\$ 14,572.50
Subtotal				\$ 89,185.00
<i>Eastern Solar Array Drainage Improvements</i>				
Earthwork & Excavation Areas (Areas = Infiltration Trench)	CY	\$ 36.00	280	\$ 10,080.00
Fabric Installation (Areas = Infiltration Trench)	SY	\$ 7.25	575	\$ 4,168.75
Crushed Stone (Areas = Infiltration Trench)	LF	\$ 81.50	280	\$ 22,820.00
Subtotal				\$ 22,820.00
<i>Proposed South Pond Drainage Improvements</i>				
Earthwork & Excavation Areas (Area = El. 209 of Pond)	CY	\$ 36.00	315	\$ 11,340.00
Earthwork & Excavation Areas (Area = Rip Rap Inlet Channel)	CY	\$ 36.00	120	\$ 4,320.00
Earthwork & Excavation Areas (Area = Rip Rap Emergency Spillway)	CY	\$ 36.00	5	\$ 180.00
Fine Grading & Earthwork Areas (Area = Pond)	SY	\$ 7.50	1730	\$ 12,975.00
Fine Grading & Earthwork Areas (Area = Rip Rap Inlet Channel)	SY	\$ 7.50	385	\$ 2,887.50
Fine Grading & Earthwork Areas (Area = Rip Rap Emergency Spillway)	SY	\$ 7.50	45	\$ 337.50
Pond Banks/Berm Construction	CY	\$ 33.00	230	\$ 7,590.00
Precast Outlet Structure	EA	\$ 4,500.00	1	\$ 4,500.00
Excavation for Outflow Pipe	CY	\$ 36.00	35	\$ 1,260.00
Outflow Pipe Installation	LS	\$ 15,000.00	1	\$ 15,000.00
Rip Rap	Ton	\$ 110.00	180	\$ 19,800.00
Fabric Installation (Areas = Rip Rap Inlet/Emergency Spillway)	SY	\$ 7.25	280	\$ 2,030.00
Erosion Control Netting	SY	\$ 8.00	2820	\$ 22,560.00
Loam for all grassed areas	CY	\$ 60.00	313	\$ 18,800.00
New Grass Seeding	SY	\$ 2.45	2820	\$ 6,909.00
Pavement Removal	LS	\$ 1,500.00	1	\$ 1,500.00
Subtotal				\$ 131,989.00
Total Construction Subtotal				\$ 270,794.00
30% contingency for Construction				\$ 81,238.20
TOTAL ESTIMATED COSTS		\$ 311,413.10	to	\$ 352,032.20

Notes:

- 1) Construction Unit costs are developed from the Massachusetts Department of Transportation's published 2021 & 2022 Weighted Average Unit Prices, RS Means and construction pricing obtained by GZA's for similar projects, unless otherwise noted.
- 2) This estimate is subject to GZA Opinion of Cost Limitations
- 3) RS Means was used in place of MASSDOT when data for unit cost was limited or unavailable
- 4) A 30% contingency was included to account for current market inflation conditions



USE OF REPORT

1. GeoEnvironmental, Inc. (GZA) prepared this Report on behalf of, and for the exclusive use of our Client at the stated time for the stated purpose(s) and location(s) identified in the Report. Use of this Report, in whole or in part, at other locations, or for other purposes, may lead to inappropriate conclusions; and we do not accept any responsibility for the consequences of such use(s). Further, reliance by any party not identified in the agreement, for any use, without our prior written permission, shall be at that party's sole risk, and without any liability to GZA.

STANDARD OF CARE

2. GZA's findings and conclusions are based on the work conducted as part of the Scope of Services set forth in the Report and/or proposal, and reflect our professional judgment. These findings and conclusions must be considered not as scientific or engineering certainties, but rather as our professional opinions concerning the limited data gathered during the course of our work.
3. GZA's services were performed using the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time, under similar conditions, and at the same or a similar property. No warranty, expressed or implied, is made.
4. Basis of Opinion of Cost Unless otherwise stated, our opinions of cost are only for comparative and general planning purposes. These opinions are based on the limited data and the conditions and assumptions described in the Report. The cost estimates may involve approximate quantity evaluations and are not intended to be sufficiently accurate to develop construction bids, or to predict the actual cost of work addressed in the Report. Further, since we have no control over when the work will take place nor the labor and material costs required to plan and execute the anticipated work, our cost opinions were made by relying on our experience, the experience of others, and other sources of readily available information. Actual costs may vary over time and could be significantly more, or less, than stated in the Report.
5. Cost opinions presented in the Report are based on a combination of sources and may include published RS Means Cost Data; past bid documents; cost data from federal, state or local transportation agency web sites; discussions with local experienced contractors; and GZA's experience with costs for similar projects at similar locations. GZA did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of this evaluation. Actual costs will likely vary depending on the quality of materials and installation; manufacturer of the materials or equipment; field conditions; geographic location; access restrictions; phasing of the work; subcontractors mark-ups; quality of the contractor(s); project management exercised; and the availability of time to thoroughly solicit competitive pricing. In view of these limitations, the costs presented in the Report should be considered "order of magnitude" and used for budgeting and comparison purposes only. Detailed quantity and cost estimating should be performed by experienced professional cost estimators to evaluate actual costs. The opinions of cost in the Report should not be interpreted as a bid or offer to perform the work. Unless stated otherwise, all costs are based on present value.
6. The opinion of costs are based only on the quantity and/or cost items identified in the Report, and should not be assumed to include other costs such as legal, administrative, permitting or others. The estimate also does not include any costs with respect to third-party claims, fines, penalties, or other charges which may be assessed against any responsible party because of either the existence of present conditions or the future existence or discovery of any such conditions.



ADDITIONAL SERVICES

7. It is recommended that GZA be retained to provide engineering services during any final design, construction and/or implementation of any measures recommended in this Report. This will allow us the opportunity to: i) observe conditions and compliance with our design concepts and opinions; ii) allow for changes in the event that conditions are other than anticipated; and iii) provide modifications to our design.

12A

WendyB-Montague Selectboard

From: CarolynO-Montague Town Accountant
Sent: Wednesday, July 13, 2022 11:09 AM
To: cboutwell@martignetti.com; Matt Lord; Rich Kuklewicz (rkuklewicz@gmail.com); StevenE - Montague Town Administrator; WendyB-Montague Selectboard
Subject: Update meal reimbursement amounts
Attachments: Approved Business Meals Schedule 7-18-22.docx

Our newly adopted Financial Policies include a section on employee reimbursements, which stipulates that the rates for meal reimbursement be separately approved (and presumably periodically updated). Since this hasn't been done yet, and I thought about it when I had 5 minutes to spare, I've attached a draft schedule for your review and approval. I just guessed at the increases so I expect changes to the amounts. I know your agendas are full, but hopefully this will be an easy item.

Carolyn

Town of Montague

Approved Business Meals Schedule

The maximum reimbursement for individual means shall be \$7-10 for breakfast, \$15-20 for lunch, and \$25-30 for dinner. The maximum reimbursement for any combination of meals shall be the combined maximums. The Selectboard may, at their sole discretion, allow for reimbursement in excess of the allowable amount for travel to high cost locations. Such approval must be granted in advance of incurring the expense.

Approved/Adopted _____

 An official website of the United States government

GSA U.S. General Services Administration
M&IE Breakdown

Find M&IE total and breakdown by meal for travel in the continental U.S.

1 Determine the location where you will be working while on official travel.

2 Look up the location-specific information at www.gsa.gov/perdiem.

3 On the results page, click Meals & Incidentals (M&IE) Rates to jump to the M&IE rates table.

I'm interested in:

4 Find the row for your specific location and note the amount listed for M&IE total, breakfast, lunch, dinner, incidentals, and first and last day of travel.

Have travel policy questions? Use our 'Have a Question?' site

Find COVID-19 Vaccines Near You

Visit Vaccines.gov

Or Call 1-800-232-0233



Additional Resources

- 2015 GTAC Report
- 2003 GPDAB Report

M&IE Breakdown FY 2022

M&IE Total ¹	Continental Breakfast/ Breakfast ²	Lunch ²	Dinner ²	Incidental Expenses	First & Last Day of Travel ³
\$59	\$13	\$15	\$26	\$5	\$44.25

M&IE Total¹	Continental Breakfast/ Breakfast²	Lunch²	Dinner²	Incidental Expenses	First & Last Day of Travel³
\$64	\$14	\$16	\$29	\$5	\$48.00
\$69	\$16	\$17	\$31	\$5	\$51.75
\$74	\$17	\$18	\$34	\$5	\$55.50
\$79	\$18	\$20	\$36	\$5	\$59.25

¹ This column lists the full daily amount federal employees receive for a single calendar day of travel when that day is neither the first nor last day of travel.

² The separate amounts for breakfast, lunch and dinner listed in the chart are provided should you need to deduct any of those meals from your trip voucher. For example, if your trip includes meals that are already paid for by the government (such as through a registration fee for a conference), you will need to deduct those meals from your voucher. Refer to Section 301-11.18 of the Federal Travel Regulation for specific guidance on deducting these amounts from your per diem reimbursement claims for meals furnished to you by the government. Other organizations may have different rules that apply for their employees; please check with your organization for more assistance.

³ This column lists the amount federal employees receive for the first and last calendar day of travel. The first and last calendar day of travel is calculated at 75 percent.

Find M&IE breakdown by meal for foreign and outside the continental U.S. (OCONUS) travel

Deductions to M&IE rates for localities in both nonforeign areas and foreign areas shall be allocated as shown in this table. For information as to where to access per diem rates for various types of Government travel, please consult the table in 301-11.6 .

PAYCHECK PROTECTION LOAN DATA NOW AVAILABLE — FederalPay is now hosting the latest publicly released PPP loan company data from the SBA

Massachusetts Per Diem Rates for FY 2022

There are thirteen areas in Massachusetts for which location-specific per diem rates are specified by the federal government. For travel to areas within Massachusetts that do not have specified per diem rates, the general per diem rates are used.

The per diem rates shown here are effective beginning **October 2021**. For a full schedule of per diem rates by month and year for these areas, click on any of the Massachusetts destination names below.

General Massachusetts Per Diems:

\$96.00

per night lodging

\$59.00

per day meals

Destination	County	Meal Rate	Lodging Rate
Andover	Essex County	\$64.00	\$123.00
Boston / Cambridge	Suffolk, city of Cambridge County	\$79.00	\$264.00
Burlington / Woburn	Middlesex less the city of Cambridge County	\$69.00	\$168.00
Falmouth	City limits of Falmouth County	\$69.00	\$273.00
Hyannis	Barnstable less the city of Falmouth County	\$69.00	\$197.00
Martha's Vineyard	Dukes County	\$79.00	\$340.00
Nantucket	Nantucket County	\$79.00	\$354.00
Northampton	Hampshire County	\$69.00	\$122.00
Pittsfield	Berkshire County	\$64.00	\$154.00
Plymouth / Taunton / New Bedford	Plymouth / Bristol County	\$69.00	\$113.00
Quincy	Norfolk County	\$69.00	\$150.00
Springfield	Hampden County	\$64.00	\$115.00
Worcester	Worcester County	\$69.00	\$125.00

Per-diems for other cities in Massachusetts:

If you are traveling to a city in Massachusetts that does not have a specific per diem rate the standard per-diem rates of **\$96.00 per night** for lodging and **\$59.00 per day** for meals and incidentals apply.



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 Converter Suite

WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Thursday, July 14, 2022 4:18 PM
To: WendyB-Montague Selectboard
Subject: FW: Town Hall Roof

Opinion of cost differential for metal vs architectural asphalt shingle roof, as well as additional design cost estimate. This is from the architect responsible for the DPW project. He also developed specifications for the Town Hall Annex and Shea Theater Main roofs. (*Note: edits for readability are in italics.*)

Steve

From: HELENE KARL Architects, Inc.
Sent: Wednesday, July 13, 2022 2:25 PM
To: StevenE - Montague Town Administrator <StevenE@montague-ma.gov>
Subject: Re: Town Hall Roof

The cost for a metal roof and snow rails will be approximately twice as much *as a* shingle roof. (Copper will be three times as much.) Shingles will last 20-25 years and a metal roof will 30-35 years, copper will last 50+ years.

The design cost to provide details for both asphalt and metal roof options will add 50% on the overall fee. Essentially, the metal roof alternate is preparing documents for a different project (CA is the same).

You are correct that bidders will be confused *if you offer the metal roof as an alternate*. Most roofers can do asphalt shingle roofs. However, the pool becomes more limited when specifying metal roofs.

HKA's current fee to provide the design, bidding, and construction (including BidDocs) is \$15,450. The design for the metal roof will add \$6,500.

Please advise how the Town would like HKA to proceed.

Thanks
Gregg



Capital Improvements Committee

Recommendations on FY23 Budget Submissions

Revision Date: 03.17.22

Excerpted from CIC Report to Annual Town Meeting

Town Hall Main Roof Replacement (\$125,000): The Montague town hall asphalt shingle roof is failing. It currently does not leak, but the asphalt shingles are actively shedding from the roof. It is at imminent risk of failure, as detailed in a study report produced by Northeast Roof Consultants in January 2022.

The CIC reviewed a detailed estimate of the expected cost of asphalt replacement shingles and also considered whether a metal roof was a good option. After consideration of both the architectural shingle and metal roof options, the CIC recommends that the roof be replaced with 30-year architectural shingles. The central reason was that metal was estimated to increase the cost by a factor of 2 to 2.5x. That was a preliminary estimate provided by a commercial steel roofing company in western MA that was recommended by our roof assessment consultant, Jack Skypeck of Northeast Roof Consultants. If cost were not a factor, steel would likely have been preferred.

Cost Avoidance: Replacing the town hall roof at this juncture will mitigate much larger costs in the future and the potential for damage to internal systems and office spaces under the roof.

*Capital Improvements Committee grade. **Recommend***