



Town of Montague
SPECIAL ARTICLE REQUEST
NON-CAPITAL FINANCIAL REQUEST

FY 22

Form for use with capital article submissions < \$25,000 with a lifespan < 5 years
Please complete this form in its entirety!

Department: Parks & Recreation Submitted by: Jon Dobosz, Director

Item/Project Cost: \$2,500 Date Prepared: 10/28/21

Item/Project Title: Riding Lawn Mower

Proposed Article Wording:

To see if the town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$2,500 or any other amount for the purpose of purchasing a new riding lawn mower, or pass any vote or votes in relation thereto.

Detailed Description for Background Materials: *(Provide a full description of the item or service. Use attachments as needed.)*

The Parks & Recreation Department utilizes a small riding lawn mower as a utility vehicle to not only groom the infield areas of ballfields, but also provide needed transport of supplies and equipment for other facility maintenance duties.

Enter response

Have you received an estimate as a basis for cost? (yes/no)

Formal, no; based upon on-line prices

- *If yes, please attach estimate*

Are grant or other funds available to offset cost? (yes/no)

Please specify grant program/source of funds

Value of the offset

Probability of availability

No
\$
%

Will this be a lease or a recurring expense? (yes/no)

If yes, over how many years:

What annual cost (If payments vary attach payment plan):

Purchase, but a lease may be possible
\$

Will this item or project replace old equipment? (yes/no)

Yes

If replacement, estimate surplus value: \$ 100 (?)

Is this expected to require other investments? (yes/no)

No

Increased(+) /decreased(-) operational cost (if no, "0") \$ + / -

Increased(+) /decreased(-) equipment or material cost (if no, "0") \$ +/-

Why is it essential that the Town makes this purchase in the coming fiscal year?

Our current riding lawn mower is over twenty years old and broke down during the set-up of the Soapbox Races. It could possibly be repaired, but due to its age, its long-term reliability is in question.

Relative Priority

Your view of the overall priority of this item or project to the Town

Critical

High

Moderate

Low

☒

☐

☐

☐

If you are submitting more than one project, how does this rate relative to the others you submitted?

First

Second

Third

Fourth or Lower

☐

☒

☐

☐

Comments on relative priority:

The lawn mower proposal seeks to improve overall departmental efficiency, while the surveillance system request protects the safety and well-being of patrons, staff and Town property.

Final recommendation of _____:

☐ Support

☐ Not Support

Comments on Recommendation:



Town of Montague SPECIAL ARTICLE REQUEST NON-CAPITAL FINANCIAL REQUEST

FY 22

Form for use with capital article submissions < \$25,000 with a lifespan < 5 years
Please complete this form in its entirety!

Department: Parks & Recreation Submitted by: Jon Dobosz, Director

Item/Project Cost: \$4,000 Date Prepared: 10/24/21

Item/Project Title: Surveillance System Upgrades for Unity Park

☒ Check here if this request is for FY22 Special Town Meeting

Proposed Article Wording:

To see if the town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$4,500 or any other amount for the purpose of installing additional security cameras and updating the surveillance system at Unity Park, or pass any vote or votes in relation thereto.

Detailed Description for Background Materials: (Provide a full description of the item or service. Use attachments as needed.)

Our current surveillance system entails one camera focused on a small area of the playground, with information recorded and stored to a DVR unit for two weeks. This request includes the installation of four cameras (including one replacing the current unit) directed towards other areas of the playground, ballfield, and main parking lot/skatepark, with surveillance coverage stored in a cloud-based system that can be accessed 24/7. These cameras will also be equipped with night vision capabilities, similar to our current system.

Enter response

Have you received an estimate as a basis for cost? (yes/no)

Yes

- If yes, please attach estimate

Are grant or other funds available to offset cost? (yes/no)

Not that we're aware of

Please specify grant program/source of funds

Value of the offset

\$

Probability of availability

%

Will this be a lease or a recurring expense? (yes/no)

No

If yes, over how many years:

What annual cost (If payments vary attach payment plan): \$

Will this item or project replace old equipment? (yes/no)

Yes

If replacement, estimate surplus value: \$

Is this expected to require other investments? (yes/no)

Yes

Increased(+) /decreased(-) operational cost (if no, "0") \$ + 676.00/annual subscription license

Increased(+) /decreased(-) equipment or material cost (if no, "0") \$ +/-

Why is it essential that the Town makes this purchase in the coming fiscal year?

Unity Park has seen an increase in anti-social behavior in the past year, and it is clear that a reliable system must be in place to protect the general public and town resources.

Relative Priority

Your view of the overall priority of this item or project to the Town

Critical

X

High

O

Moderate

O

Low

O

If you are submitting more than one project, how does this rate relative to the others you submitted?

First

X

Second

O

Third

O

Fourth or Lower

O

Comments on relative priority:

The lawn mower proposal seeks to improve overall departmental efficiency, while this request focuses on protecting the safety and well-being of patrons, staff and Town property.

Final recommendation of _____:

O Support

O Not Support



Town of Montague
SPECIAL ARTICLE REQUEST
NON-CAPITAL FINANCIAL REQUEST

FY 22

Form for use with capital article submissions < \$25,000 with a lifespan < 5 years
Please complete this form in its entirety!

Department: Montague Public Libraries Submitted by: Caitlin Kelley

Item/Project Cost: \$5,270.00 Date Prepared: 12/22/2021

Item/Project Title: Engineered Plan for Carnegie Library Driveway Project

Check here if this request is for FY22 Special Town Meeting

Proposed Article Wording:

To see if the town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$ **5,270** or any other amount for the purpose of **creating an engineered plan for the Carnegie Library's driveway project**, or pass any vote or votes in relation thereto.

Detailed Description for Background Materials: *(Provide a full description of the item or service. Use attachments as needed.)*

The basement of the Carnegie Public Library currently suffers from water leaking and seeping through the building façade. After assessing the building, structural engineer Bob Leet noted that the grade of the library's driveway contributed to the amount of water entering the building's foundation and recommended that we dig up the current driveway and regrade it to ensure that water flows away from the building's foundation. He suggested that we hire a civil engineer to draw up a plan for re-directing water away from the building and toward the street. Subsequently Tom Bergeron of the DPW and myself, the library director, met with SVE Associated who agreed to come up with a plan that would allow for regrading the driveway, making space for a retaining wall, and coordinate with the existing handicap ramp.

Enter response

Have you received an estimate as a basis for cost? (yes/no) Yes

- If yes, please attach estimate

Are grant or other funds available to offset cost? (yes/no) Not that we're aware of

Please specify grant program/source of funds

Value of the offset \$

Probability of availability %

Will this be a lease or a recurring expense? (yes/no)

No

If yes, over how many years:

What annual cost (If payments vary attach payment plan): \$

Will this item or project replace old equipment? (yes/no)

No

If replacement, estimate surplus value: \$

Is this expected to require other investments? (yes/no)

No

Increased(+) /decreased(-) equipment or material cost (if no, "0") \$ +/-

Why is it essential that the Town makes this purchase in the coming fiscal year?

Directing water away from the Carnegie Library's basement is the first critical step in creating a habitable space for library staff to carry out their work.

Relative Priority

Your view of the overall priority of this item or project to the Town

Critical

High

Moderate

Low

☐

☐

☐

If you are submitting more than one project, how does this rate relative to the others you submitted?

First

Second

Third

Fourth or Lower

☐

☐

☐

Comments on relative priority:

Final recommendation of _____:

☐ Support

☐ Not Support

Comments on Recommendation:

SVE Associates

PO Box 1818, Brattleboro, VT 05302

802-257-0561

Fax 802-257-0721

Agreement for Professional Services

Name Caitlin Kelley
201 Avenue A
Turners Falls, MA 01376

Office Phone: 413-863-3214
Fax: 413-863-3227
Cell Phone:
Home Phone:
Email: librarydirector@montague-ma.gov
Date: 12/2/2021

hereinafter referred to as CLIENT, and SVE ASSOCIATES, of Brattleboro, Vermont, a division of CERSOSIMO INDUSTRIES, INC. and in consideration of the mutual agreements contained herein, agree as follows:

1. **AGREEMENT:**

- a) SVE agrees to provide services as directed in Paragraph 2 hereof.
- b) CLIENT agrees to pay for those services according to the schedule and terms of payment described in Paragraph 3 hereof.

2. **DESCRIPTION OF SERVICES:**

- a) Project Name: Carnegie Public Library Driveway Repair & Improvements
- b) Project Location: 201 Avenue A, Turners Falls, MA 01376
- c) Project Services: See "Exhibit 'A'"

3. **PAYMENT:** The above-described services will be provided for the **ESTIMATED** sum [see paragraph 6.a] of **\$ 5,270.00**. A retainer of **\$ 0.00** balance of payments for services shall be as follows:

- a) SVE shall submit invoices, at least monthly, to Client for services rendered and for reimbursable expenses incurred.
- b) Client shall pay net within fifteen (15) days from the date of invoice. Any complaint of error in an invoice or any complaint regarding work that an invoice seeks payment for not made by Client to SVE within ten (10) working days from date of receipt of invoice is waived by Client.
- c) Any retainer paid to SVE will be held by SVE and will be credited against the final invoice. Any balance of the retainer remaining after payment of the final invoice shall be refunded without interest to the Client.
- d) The monthly invoice shall include a statement of any "extras" which have been performed. Extras are those services performed which are not included as part of the original above-described services or are defined in the original described services as those services which are to be billed as "extras".
- e) If client fails to make any payment within thirty (30) days of the date of invoice, the amount due thereunder shall increase at a rate of 1.0% per month thereafter from date of invoice.
- f) If client fails to make any payment within thirty (30) days of the date of invoice, SVE may suspend services under this agreement until payment is received. It is agreed by the Client that suspension of services under this provision shall be the sole discretion of SVE and shall not under any circumstances constitute a breach of contract or result in any liability for SVE. SVE shall have the right to withhold all work produced until paid in full.
- g) If Client terminates this agreement as provided for in Paragraph 8 hereof, then SVE shall prepare a final invoice based upon the unpaid services, extras and reimbursables to date.
- h) Reimbursable expenses are mileage, copying fees and other actual costs incurred by SVE, including, but not limited to, recording fees, aerial photography, charges of independent professionals such as a wildlife biologists, and any other costs incurred plus a 10% administration fee. In the event Client terminates the contract, he shall pay for all reimbursable expenses whether previously invoiced or not.
- i) Client will be responsible for all costs of collection, including legal fees, on overdue accounts.

4. **GENERAL PROVISIONS:**

- a) SVE agrees to provide services with a reasonable level of care and skill according to the standards of the professional practice for the State or county where the project is located.

SVE DOES NOT PROVIDE OR EXTEND TO CLIENT OR ANY OTHER PERSON OR ENTITY ANY EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE WHATSOEVER AND SPECIFICALLY EXCLUDES ANY AND ALL WARRANTIES OF FITNESS SUITABILITY OR MERCHANTABILITY IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT.

Client and SVE agree that SVE has no obligation to indemnify Client or any other person for any matter that may arise out of the action or inaction of SVE. Client agrees to defend, hold harmless and indemnify SVE, its agents, subcontractors and employees from and against any and all claims, defense costs, including attorney's fees, damages or any other liability arising out of any action or inaction of Client arising out of or associated with this agreement.

SVE and Client hereby further acknowledge and agree that SVE does not and will not have any obligation to Client, or any other person, as a fiduciary.

- b) SVE agrees to proceed in a timely manner to perform herein described services. SVE will not be responsible for delays which occur by operation of outside influence beyond the control of SVE including delays caused by actions of governmental bodies or delays which occur as a result of actions of the Client including, but not limited to, changes made at the request of the Client or delays caused by information. Client shall advise SVE prior to signing of this Agreement of any particular needs of Client with respect to the time services are to be performed. All matters of time and service shall be determined by SVE in its sole discretion.
- c) SVE is authorized to proceed immediately or otherwise in SVE's sole discretion to perform services upon receipt of a signed copy of this agreement unless otherwise agreed in writing by the parties.
- d) All protective terms of this agreement shall be for the benefit of SVE and all of its agents, employees, consultants, subconsultants and associates. SVE as used herein shall include Cersosimo Industries, Inc.

5. **CLIENT RESPONSIBILITIES:** In order to prevent delay, Client shall do the following in a timely manner.

- a) Provide all criteria and full information in writing as to client's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, any budgetary limitations, and any particular requirements with respect to timing.
- b) Assist SVE in obtaining and provide all available information pertinent to the project including, but not limited to:
 - (1) Information of the Client relevant to the project.
 - (2) Data prepared by others.
 - (3) Survey data prepared by others.
 - (4) Property description including deed or lease.
 - (5) Other information requested by SVE Associates.
- c) Arrange for access to and make all provisions for entry by SVE or its agents on public or private property where reasonably necessary for the fulfillment of SVE's performance. SVE shall not be liable for delays or inability to complete services where permission to enter has not been obtained and is reasonably necessary for the fulfillment of services. SVE will take reasonable precautions to minimize damage to property, but unavoidable damage or alteration may occur and Client agrees to assume responsibility for such damage or alteration.
- d) Obtain legal opinions when requested by SVE or wherever necessary to implement the Client's project as designed. This provision shall not impose an obligation on SVE to inform Client that legal opinions may or may not be necessary nor shall SVE be required to accept the validity of any legal opinion obtained by Client.
- e) Give SVE prompt notice of any occurrence, fact or information including financial information which may affect the scope or time of SVE's services.
- f) Bear all costs incident to Client's performance including, but not limited to, all application fees, permit fees, legal fees, recording fees or other fees.

6. **DEFINITIONS:**

- a) "ESTIMATED". The term "estimated" as used in this agreement means the amount that could be charged under optimal job conditions and does not include extra work and services, which are necessitated by conditions, or circumstances which arise or become known to SVE during the course of the work. Estimates are not binding on SVE and the Client should expect that the amount actually billed will be a greater or lesser sum.
- b) "SERVICES" as used in the title block or elsewhere in this agreement includes, but is not limited to, the services, which SVE performs for Client in its capacity as an engineer, land surveyor, landscape architect or other.

7. **WORK PRODUCT:** The underlying notes, papers, independent professional reports, computations, electronic data, sketches, drawings, surveys, specifications, research, and analyses are and shall remain the property of SVE. The Client shall be entitled to one copy of all final documents for use by him in connection with the use and occupancy of the project site. Such copies are not intended nor represented to be suitable for reuse by Client on extensions of the project or on any other project. Any reuse by Client without written consent and verification by SVE will be at Client's sole risk and without liability to SVE or its agents, employees, subcontractors, associates or consultants. Any use by third parties without license of SVE is forbidden.

8. **TERMINATION:** The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days written notice if either party fails to perform in accordance with the terms hereof. This provision is in addition to rights of termination of SVE pursuant to Paragraph (3. f) of this agreement.

9. This Agreement shall be governed by the laws of the State where the project is located.

10. This Agreement shall not be assigned by Client except by written agreement of SVE.

11. This Agreement and any Schedules attached hereto comprise the entire agreement of the parties and any changes hereto shall be in writing executed by both parties.

12. This Agreement and the services contemplated are for the sole benefit of SVE and the Client and not for the benefit of any other party and shall not be construed to give rights or benefits to anyone other than SVE or Client.

13. **ADDITIONAL LIMITATIONS ON LIABILITY FOR DAMAGES:** In addition to limitations previously described in Paragraph 4 hereof, SVE and all of its agents and employees shall have no liability to Client or third parties and Client shall hold SVE, its agents, employees, subcontractors, associates and consultants harmless and defend it from claims made by client or third parties which are in any way related to the existence of, identification of, management of, cleanup of or treatment of hazardous materials or wastes whether or not Client requests services in connection therewith or whether or not SVE provides services in connection therewith.

14. **LIQUIDATED DAMAGES:** The parties hereto agree that in any event or circumstances the liability of SVE and all of its agents, employees, consultants, subconsultants and associates is limited to the total fees received by SVE from Client unless otherwise agreed in writing and upon payments by Client of an agreed to additional fee therefore. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

The Client further agrees that when the work of SVE Associates hereunder relates to real estate of the Client, then such work shall be "for erecting, repairing, moving or altering improvements to real estate: and therefore shall be entitled to the protection of Title 9 Vermont Statutes Annotated, Ch. 51, Subchapter 1 section 1921 et. seq.

15. **LIMITATIONS ON ACTIONS:** In addition to all other limitations otherwise described in this agreement, no action or claim shall be asserted by Client or others claiming by, for or through Client after three (3) years from the date of service rendered by SVE, its agents, employees, consultants, subconsultants or associates whether Client had actual knowledge of a possible claim. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON BOTH PAGES HEREOF.

We, the undersigned, have read and agree to the terms and conditions on both pages of this agreement.

12/8/2021
Date

[Signature]
Client

Date

Client

SVE Associates (a division of Corsosimo Industries, Inc.)

12-8-21
Date

by [Signature]
Anthony Wonseski, Jr., P.E. its duly authorized agent

PLEASE RETURN ONE SIGNED COPY OF THE CONTRACT WITH RETAINER, IF REQUESTED

Exhibit "A"

**Scope of Services
For
Carnegie Library
Driveway Repair & Improvements
201 Avenue A, Turners Falls, MA 01376
December 2, 2021**

- | | |
|--|------------------|
| 1. Limited Supplemental Topographic Survey | \$ 1,470.00 |
| a. Property Boundary Research | |
| b. Limited Detail & Topographic Survey | |
| 2. Existing Condition Plan | \$ 800.00 |
| a. Create Existing Condition Plan for purposes
of conceptual design | |
| 3. Conceptual Design | \$ 2,400.00 |
| a. Create a Conceptual Design to improve
drainage at the rear of the building | |
| b. Up to two Conceptual designs provided | |
| 4. Coordinate and Meetings with Client | <u>\$ 600.00</u> |
| a. 6-hour allowance | |

Authorized Amount: \$5,270.00

Services Not Included:

1. Geotechnical Engineering
2. Survey related Services (beyond item mentioned above)
3. Finalized Design & Specifications
4. Construction Documents & Related Services

Extra/Additional Services can be provided with Client authorization on a time and materials basis in accordance with the attached Fee Schedule.

SVE

SVE Associates

Engineering
Planning
Landscape Architecture
Surveying

STANDARD BILLING RATES

SVE Associates - Brattleboro

January 1, 2021

ENGINEERING

Principal Engineer, P.E.	\$165.00
Senior Engineer, P. E.	\$160.00
Project Manager, P. E.	\$130.00
Associate Engineer, P. E.	\$100.00
Associate Engineer I	\$95.00
Engineering Technician	\$85.00

LANDSCAPE ARCHITECTURE

Senior Landscape Architect	\$110.00
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SURVEYING

Two-person Field Crew	\$165.00
Field Person with Robotic Instrument	\$135.00
GPS with Operator	\$150.00

COMPUTER DRAFTING

Draftsperson/ CAD Operator	\$75.00
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ADMINISTRATIVE SERVICES

Clerical Assistance	\$55.00
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<u>ATV</u>	\$385.00/ day
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TRAVEL

Time will be billed at individual's standard rate and mileage at \$0.56 per mile.

SUBCONTRACTING

Amount invoiced to SVE plus 10%

www.sveassoc.com

P.O. Box 1818
439 West River Road
Brattleboro, VT 05302

Tel. 802 257-0561
Fax 802 257-0721



Town of Montague

SPECIAL ARTICLE REQUEST – CAPITAL EXPENSE

FY 23

*This form is intended for use with capital article submissions \geq \$25,000 with a lifespan of 5+ years. For major building projects, please consult the Town Administrator.
Please complete this form in its entirety! Initial Submission due November 1*

Department: Assessing Dept Submitted by: Karen Tonelli

Item/Project Cost: \$25,100 Date Prepared: January 26, 2022

Item/Project Title: Conversion – Computer Assisted Mass Appraisal software/hardware/possible new server

☒ Check here if this request is for FY22 Special Town Meeting

Proposed Article Wording:

To see if the town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$25,100 or any other amount for the purpose of Assessing Software Conversion, or pass any vote or votes in relation thereto.

Detailed Description for Background Materials: *(Provide a full description of the item or service. Use attachments as needed.)*

The current version of software used by the Assessing Department is outdated and does not work well with new Windows applications. As a result, we are experiencing software issues from the mundane (data is not refreshed) to the significant (security issues, glitches with updates).

An existing article for this purpose (ATM 5/3/14 Article #13) has a balance of \$4,750 that can be applied to this expense.

Enter response

Have you received an estimate as a basis for cost? (yes/no)

Yes

- If yes, please attach estimate

Are grant or other funds available to offset cost? (yes/no)

NO

Please specify grant program/source of funds

Value of the offset

Probability of availability

Is there a lease option for this expense? (yes/no)

no

If yes, what is max years: n/a

Is payment schedule known (yes/no; attach plan): n/a

Will this item or project replace old equipment? (yes/no)

yes

If replacement, estimate surplus value: \$unknown

Will it create other ongoing costs or savings? (yes/no)

Yes – increase in annual support

Operational cost impacts (if no, "0") \$ + / unknown

Equipment or material cost impacts (if no, "0") \$ +/-unknown

Why is it essential that the Town makes this purchase in the coming fiscal year?

The Assessing software is a critical component of our appraisal functions. It is important to have software that is both secure and problem free to ensure continuation of timely cash flow via the tax billing process. The conversion program will be complex and require most of this year to accomplish therefore it is best to begin soon.

Relative Priority

Your assessment of the how important this is to the Town at the present time.

Critical Importance

XX

Highly Important

O

Moderately Important

O

If you are submitting more than one project, how does this rate relative to the others you are submitting?

First

XX

Second

O

Third

O

Fourth or Lower

O

Comments on relative priority:

Converting assessment data is very time consuming. It requires attention to detail on multiple levels to ensure correct property data is carried over from one system to another and, as such, the timing of when to do a project of this size should be well thought out. Karen Tonelli



Town of Montague

SPECIAL ARTICLE REQUEST – CAPITAL EXPENSE

FY 23

This form is intended for use with capital article submissions \geq \$25,000 with a lifespan of 5+ years. For major building projects, please consult the Town Administrator.

Please complete this form in its entirety! Initial Submission due November 1

Department:	Gill-Montague RSD	Submitted by:	Joanne Blier for School Committee
Item/Project Cost:	\$315,000	Date Prepared:	12/7/21
Item/Project Title:	Hillcrest Floors		

☐ Check here if this request is for FY22 Special Town Meeting

Proposed Article Wording:

To see if the town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of **\$315,000** or any other amount for the purpose of Asbestos floor remediation and replacement and classroom encapsulation by carpeting, or pass any vote or votes in relation thereto.

Project management \$4,300 Abatement \$136,900 Floor replacement \$109,450
 Carpeting \$3,000 per room x 13= \$39,000 Plus 8.5% contingency on entire cost

Detailed Description for Background Materials: (Provide a full description of the item or service. Use attachments as needed.)

The main traffic areas (12,150 square feet) of the Hillcrest Elementary School should be remediated and floor tiles replaced by a seamless floor. Several areas of the hallway are chipping and have recently been removed and holes filled with epoxy. Most hallways and main traffic areas have tiles that are broken in numerous spots, and are only being held together under years' worth of floor wax. All asbestos tiles in main traffic areas need to be removed. The mastic holding these tiles down also needs to be abated, as well as the (suspected) sub-layer of floor leveler that is nearly identical to the Buckland-Shelburne Elementary school (same design and age as Hillcrest and had 2-3 inches of asbestos sub-layer under the tiles). Seamless flooring should be installed throughout the main traffic areas for durability. Carpet should be installed in all classrooms to prevent breakage of tiles and create a barrier between students, staff and visitors and the asbestos flooring. Two classrooms were abated in 2021.

Enter response

Have you received an estimate as a basis for cost? (yes/no)

Yes

- If yes, please attach estimate

Are grant or other funds available to offset cost? (yes/no)

No

Please specify grant program/source of funds

Value of the offset \$

Probability of availability %

Is there a lease option for this expense? (yes/no)

No

If yes, what is max years:

Is payment schedule known (yes/no; attach plan):

Will this item or project replace old equipment? (yes/no)

Yes

If replacement, estimate surplus value:

\$0

Will it create other ongoing costs or savings? (yes/no)

No

Operational cost impacts (if no, "0")

\$ + / -

Equipment or material cost impacts (if no, "0")

\$ +/-

Why is it essential that the Town makes this purchase in the coming fiscal year?

Hillcrest asbestos floors are deteriorating and could be a potential health and safety hazard. Several classrooms were abated in 2021, and several more were discovered to have loose tiles. Several areas of the hallway are also chipping and have recently been removed and holes filled with epoxy. Most hallways and main traffic areas have tiles that are broken in numerous spots, and are only being held together under years' worth of floor wax.

Relative Priority

Your assessment of the how important this is to the Town at the present time.

Critical Importance

Highly Important

Moderately Important



☐

☐

If you are submitting more than one project, how does this rate relative to the others you are submitting?

First

Second

Third

Fourth or Lower

☐

☐

☐

☐

Comments on relative priority:

Final recommendation of Capital Improvements Committee:

☐ Support

☐ Not Support

Comments on Recommendation:



Town of Montague

SPECIAL ARTICLE REQUEST – CAPITAL EXPENSE

This form is intended for use with capital article submissions $\geq \$25,000$ with a lifespan of 5+ years. For major building projects, please consult the Town Administrator.

FY 22

✓ Check here if this request is for FY22 Winter Special Town Meeting

Department: DPW/WPCF Submitted by: Tom Bergeron/Chelsey Little

Item/Project Cost: \$250,000 project (\$202,000 request) Date Revised: February 2, 2022

Item/Project Title: Wastewater Collection System Engineering Study Grant Match

Proposed Article Wording:

Wastewater Collection System Engineering Study Grant Match

MOVED. That the Town vote to appropriate the sum of \$202,000 for the purpose of funding a comprehensive engineering assessment of the sources of Inflow & Infiltration (I&I) in the Millers Falls Collection System and the most efficient means to reducing Combined Sewer Overflow (CSO) events in the Turners Falls Collection System, including any and all incidental and related costs, said sum to be raised from XXXXX.

Detailed Description for Background Materials: (Provide a full description of the item or service. Use attachments as needed.)

The Town has strong indications that it will receive a MA Department of Environmental Protection Asset Management Grant this winter for a two-pronged sewer collection system improvement project/study with a total cost of \$250,000. The grant will cover 60% (\$150,000) of the cost, with the Town responsible for a \$100,000 share, which can be accomplished through a mix of cash (this proposed appropriation) and in-kind contributions. The \$150,000 grant is the maximum grant award amount.

The direct cost of engineering services to be performed on this project are \$202,000. The remaining portion of the Town's commitment will be in the form of in-kind services from the DPW, and the WPCF Superintendent and Town Administrator. **The grant rules require that the Town appropriate the funds that are proposed to be spent on direct services (\$202,000) prior to award of the grant. The grant can then be used as an offset, reducing the need to spend that appropriation, leaving the Town with a net cost of \$52,000.**

The studies will provide recommended solutions for *pressing* issues in each system. For the Turners Falls collection system, where CSOs and I&I are of concern, it will develop two alternative approaches to reducing CSO events and the related issue of I&I. For the Millers Falls collection system, it will present detailed data relative to system failure points, with preliminary findings that may allow for immediate improvements to correct acute problems identified through the study, as well as a broader, system-level improvement plan. All plans will be developed to a 10% design level and will provide an expected cost.

Once studies are complete, notwithstanding possible immediate opportunities to correct acute and isolated problems, the Town will still need to commission full design plans for construction related to CSO remediation in Turners Falls and system level improvements in Millers Falls. DEP and EPA regulations require these issues to be addressed, with CSO's already the subject of an active consent order that requires immediate design planning as a step toward implementing improvements.

Commencement of the study is very timely as both projects rely on flow metering that should be performed in the spring months when the water table is high. The Town would not intend to proceed with the project until the grant is formally made, which is expected in late February or early November.

Enter response

Have you received an estimate as a basis for cost? (yes/no)

Yes, attached

- *If yes, please attach estimate*

Are grant or other funds available to offset cost? (yes/no)

Yes

Please specify grant program/source of funds

DEP Grant / in-kind match allowance

Value of the offset

\$150,000 / \$48k

Probability of availability

95%

Will this be a lease or a recurring expense? (yes/no)

no

If yes, over how many years:

If yes, will payment vary (yes/no; attach payment plan):

Will this item or project replace old equipment? (yes/no)

no

If replacement, estimate surplus value:

\$

Is this expected to require other investments? (yes/no)

Full engineering design and oversight cost for two major projects

Construction cost for two major public works projects

Yes. Final design and construction

\$ TBD

\$ TBD

Why is it essential that the Town makes this purchase in the coming fiscal year?

These longstanding issues jeopardize requirements of Montague's EPA and DEP permits for operation of a wastewater collection and treatment system. Failure to attend to them in the near term may result in agency fines, as well as potential sewer flow overage charges from the Town of Erving, into which the Millers Falls collection system flows.

Relative Priority

Overall priority of this item or project to the Town

Critical

X

High

O

Moderate

O

Low

O

If you are submitting more than one project, how does this rate relative to the others

First

O

Second

O

Third

O

Fourth or Lower

O

Comments on relative priority:

This is the work we must to do in order to move forward toward compliance. The Town must have a functional and permit compliant wastewater collection system.

Final recommendation of Capital Improvements Committee:

O Support

O Not Support

Comments on Recommendation:



Town of Montague

Article 13

SPECIAL ARTICLE REQUEST – CAPITAL EXPENSE

This form is intended for use with capital article submissions \geq \$25,000 with a lifespan of 5+ years. For major building projects, please consult the Town Administrator.

FY 22

✓ Check here if this request is for FY22 Winter Special Town Meeting

Department: Town Administrator/Planning Submitted by: Steven Ellis

Item/Project Cost: \$365,640 project (\$66,481 request) Date Prepared: January 31, 2022

Item/Project Title: Montague City Road Flooding Relief – Bid Contingency

Proposed Article Wording:

Montague City Road Flooding (Town Administrator Request)

MOVED: That the Town vote to appropriate the sum of \$66,481 for the purpose of making improvements to reduce flooding and related issues on and along Montague City Road, including any and all incidental and related costs, said sum to be raised from XXXXX.

Detailed Description for Background Materials: (Provide a full description of the item or service. Use attachments as needed.)

The Montague City Road Flooding Relief Project combines nature-based solutions and traditional stormwater engineering to address the routine flooding of a main thoroughfare in the Town of Montague. The 1,150-foot section of Montague City Road regularly floods after moderate rainfall due to an undersized drainage channel that runs parallel to the flat roadway. The Montague City Road Flooding Relief Project was identified as a priority in Montague's Municipal Vulnerability Plan (MVP) Resiliency Plan because of the roadway's status as an emergency evacuation route.

The Montague City Road Flooding Relief Project is engineered to accommodate a 100-year flood event through restoration of the floodplain and wetlands surrounding the channel with a backstop of additional catch basins at the shoulder of the roadway to accommodate extreme precipitation events. The project is fully designed and permitted and has a matching grant of \$237,287 from the FEMA Pre-Disaster Mitigation Grant as well as a Town appropriation (10.16.21 Special Town Meeting) of \$135,000. This totals \$372,287, approximately \$6,647 over the expected project cost as it was designed in 2019.

This request would establish “bid contingency” of 20% for the project, bids for which are expected in early March, possibly before the March 3, 2022 STM. Many, but not all, bids have come in higher than expected over the past several months and the trend is expected to continue in the immediate term. Bid contingency of 20% on a project estimated at \$365,640 would be \$73,126. The requested \$66,481 reflects the 20% bid contingency figure, less the \$6,647 currently in hand that is over and above the expected project cost.

This appropriation is timely because the terms of the FEMA grant require the work be completed by the end of the 2022 construction season, which will require the project to be bid this winter. This project may also be American Rescue and Recovery Act (ARPA)-eligible and the Selectboard may in the future have the ability to deploy a portion of that grant funding in lieu of spending against this article, or be able to supplement this funding in the event bids exceed the available funds described above. If bids are in prior to the March STM and require nothing or less than the amount requested, the article would be amended on Town Meeting floor.

Additional Project Detail

The current drainage configuration includes a man-made channel which runs alongside Montague City Road for a half mile, with a mean high-water level roughly equal to the roadway elevation for a ¼ mile stretch. The undersized drainage channel is blocked with silt and the community regularly endures flooding following heavy rain. Vehicles regularly get marooned if they knowingly or unknowingly enter the flooded roadway. Up to four residences with driveways at Montague City Road become trapped during floods and are effectively unable to receive emergency services during that time. There is a cost to the municipality associated with the routine road closures. The Town’s engineers have cautioned that regular flooding and the high-water table will eventually destroy the roadbed if action is not taken.

Using observations and projections from the Resilient MA Climate Change Clearinghouse, the Town of Montague has projected that by the year 2050 precipitation in Franklin County will increase by between 3 and 4 inches annually. Because Montague City Road floods with precipitation events of 1” or more the Town anticipates 7-8 more annual flooding events in the future in addition to the 3-6 annual flooding events that currently occur.

Enter response

Have you received an estimate as a basis for cost? (yes/no)

Yes

- If yes, please attach estimate

Are grant or other funds available to offset cost? (yes/no)

Yes

Please specify grant program/source of funds

FEMA Pre-Disaster Funds and a
Previous Appropriation

Value of the offset

see above

Probability of availability

100%

Will this be a lease or a recurring expense? (yes/no)

no

If yes, over how many years:

If yes, will payment vary (yes/no; attach payment plan):

Will this item or project replace old equipment? (yes/no)

no

If replacement, estimate surplus value:

\$

Is this expected to require other investments? (yes/no)

no

Increased(+) /decreased(-) operational cost (if no, "0")

\$ + / -

Increased(+) /decreased(-) equipment or material cost (if no, "0")

\$

Why is it essential that the Town makes this purchase in the coming fiscal year?

This has been an ongoing public safety hazard as described above. Further, the project leverages a \$237,287 FEMA grant that will expire after the coming construction season.

Relative Priority

Overall priority of this item or project to the Town

Critical

0

High

X

Moderate

0

Low

0

If you are submitting more than one project, how does this rate relative to the others

First

0

Second

0

Third

0

Fourth or Lower

0

Comments on relative priority:

N/A