

**SELECTMEN'S MEETING
MONDAY, AUGUST 11, 2008**

Tapes #34-08, #35-08

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Meeting was opened at 7 PM in the Upstairs Meeting Room. Present were Selectpersons Pat Allen, Patricia Pruitt, Allen Ross and Town Administrator Frank Abbondanzio.

Approve minutes of February 25, 2008 (Mass. Aeronautics Comm. Mtg.)

Due to the fact only eleven pages of the original thirteen pages were received and the Select board has not had a chance to go through the minutes, it was decided to hold off approval of these minutes.

Pruitt made a motion to hold off approving the minutes until the complete set of minutes was received and until everyone has gone through them. Seconded by Allen. Discussion followed. Approved unanimously. Allen – Aye, Pruitt – Aye, Ross – Aye.

Sidewalk Replacement Project Informational Meeting

Abbondanzio: We are going over a project that has been designed. It has two phases to it. 1.) Sidewalk work that has been funded out of the Community Development Block Grant. 2.) Town funded sidewalks. I think it was two years ago that the Town Meeting appropriated a quarter of a million dollars. This was in response to a study that was done by the Franklin Regional Council of Governments that rated all the sidewalks in the Town and the work that we are doing now, including the grant work that is being on the poorest condition sidewalks.

Dan Watts, Project Manager, Weston & Sampson: There were two phases of the project and that had to do with funding. The Block funded portion of the project consists of Unity Street, from roughly around the Scotty's area and down to Unity Park and stopping in the area of the vacant gas station. The Town funded portion is Seventh St., Stevens St. and then Center St. and Union Ave. in Montague Center. Photos were shown. There were discussions with some of the residents. There are some trees that have to come down and we do have a tree hearing scheduled for that at 6 o'clock on Wednesday, August 13th, here in the Town Hall Meeting Room. The trees are located as follows: one on Stevens St. that is suppose to come down, two on Center St. and three on Union Ave. Most of the trees are within inches of the sidewalk. There is actually one on, I believe, it is on Union Ave., where the lightning hit it and split it in half. As always tree removals are always an interesting process. We had an arborist look at them and he determined that if we were to place the sidewalks near them, they would die. That is the reason that we are taking them down. We will see how the tree hearing goes and then we will make decisions and modifications as needed. We aren't going to stop the project; we are just going to work around what comes out of that.

There was a brief description of the work that will be done and photos were showed. Showed the connection down at Unity Park, so we are on Unity St. We are replacing the existing sidewalk going up Unity St. There is about 13,000 sq. ft. of sidewalk to be replaced. We are going to reset about 1,200 ft. of granite curb, and install 725 ft. of new granite curb. Unity keeps going for quite a ways. If you think about Unity St. all the way up from Unity Park to Broadview Heights and Scotty's. In addition to the sidewalk replacement, we, took a look at some of the pedestrian challenges that occur between the Bus Stop, Scotty's, High St. and Keith St. It is a really difficult thing. We came up with some scenarios. This was outside the original project that Bruce Hunter's office conceived of what we might do. We felt that this was a pretty important issue. We have a sidewalk on the Bus Stop side in an area where pedestrians can safely get out and try to channel people to one spot. That is especially important down where you have Scotty's, Keith St. and High St. come together. We are actually trying to formalize this parking area a little bit. So there is actually a raised sidewalk here, which basically helps direct traffic in this direction and controls parking. Basically, people can't back out from there to High St. It would be a much more controlled environment. These are alternates on the project, if funding is available. Discussion followed regarding the safety of people crossing at these dangerous intersections and the possible solutions all contingent upon funding. Seventh St. is one of the access points for the Sheffield School. We are going to replace the sidewalk and get a 5 or 6" reveal coming down so that it will put the pedestrians up a little bit. Discussion followed regarding the sidewalk replacement on Seventh St. We are also doing Spring St. Project begins at L St. and continues to Central St. This is a pretty standard sidewalk replacement. The biggest challenge is actually down at the intersection of L Street. There is a resident who is within six feet of the edge of the road and the sidewalk kind of goes into their existing foundation.

Watts: Frank asked the question about when they replace the bridge what will happen. We had a long discussion about this. I think it would be a shame not to get this stretch done, since this bridge is not in active construction, you

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never know when it will get done. I think I would move forward and then replace the same section if and when it does get damaged.

Ross: I have a question about Scotty's intersection and the walkway that is elevated. I can imagine people not used to that. They could injure a few tires, etc. Is the lighting going to be adequate for night time so that travel lanes are clearly defined at all hours.

Hunter: For the first two years at least, we can add like we did on the bump outs, the standard pole with reflectors on those that will really define that area. All that involves is putting in a coupling for the concrete and it will slide in and out. It is very inexpensive. The Highway Department can do it or we can include it as a change order.

That is the Block Grant Fund portion.

On Stevens St., we go from Davis St. to Marshall St. Most of the sidewalk with the exception of the ends. There is a grass strip between the curb and the sidewalk. So in replacing the sidewalk we won't touch the roadway at all. This is a residential neighborhood. The sidewalks are in rough shape. There will be brand new sidewalks. The driveways will be cut and concrete sidewalks put right through them, so you have a continuous sections going and it looks nicer than interrupting the blacktop.

Second St. from L St. to Unity Park. The intent is to replace the sidewalk down to the park and actually bring it into park. There is a single large apron and then it kind of dissipates. Access into the park, which would be good.

Center St. and Union Ave. We have some trees that have to come down which always makes it a challenge. We will replace the sidewalk in its' entirety, about 1,000 feet from the intersection. Presently there is some really tough sidewalk there now. There is one tree that is scheduled for the tree hearing.

For Union Ave. we are going to go from Main St. to Center St. The grass strip on this particular road varies and so does the roadway. Since we have the opportunity to do a little bit and had to take out the curb anyway, we have narrowed the road to match the consistent width of 15 ft., which is what it is in about three or four spots. That gives us more grassy area, which some of the residents thought was a desirable thing. It allows us to move the sidewalk a little bit and try to help some of the trees.

That is the project as a whole. The tree hearing will be held on Wednesday. The project has been advertised for bid. Plans are available this week. Obviously if there are any revisions, we will put out an addendum, but we are trying to get this construction out for this fall.

Bruce Hunter: We hope to award the contract the first week in September and begin construction in the second week and have it completed by the end of November. That is our goal. The Grant money should be expended first. We made that clear on the bid because the Grant expires December 31, 2008 and it is important, especially this year. All '07 Grants must be expended prior to allowing you to apply for '09, so we are working very hard to get that accomplished. We believe we will meet that requirement and have all that money committed. The town project could end up in the same time frame. It does have an additional fifteen days by our schedule, which would put us in mid-November. We anticipate that if the weather conditions affect us, we will have to go into spring to complete the sidewalks. We want to complete the project in its' entirety so that we don't have construction over the winter. There will be inspection services by Weston & Sampson on both the Town project and the CDBG project, so we will be coordinating those efforts with the contractor.

Allen: Some of these sidewalks do look pretty bad. They obviously get a great deal of traffic on them.

Hunter: We are looking at a half million dollars in sidewalks.

Abbondanzio: There is one project that we have an alternate on; it is the parking area up in front of Scotty's. That is an area that we really need to work with the owner really closely. We own the property right up to the curb. In the past, that area has been plowed by the Town. We are talking about separating that out as a discrete parking area and

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probably approaching the owner to license it. In that case, the owner would be responsible for maintaining it. That would be the plan that I would recommend to the Board. I think it is an advantage to the Town, obviously for public safety reasons, because that crosswalk is very, very dangerous, but also to the owner. He would be able to use it for parking that would be safe for the people who use his business.

Ross: Suppose you have a big historic tree that is in reasonably good shape on a sidewalk that is in bad shape and is lifted up because of root changes over time. Let's say not an obvious public safety issue in a sense of it's not a corridor to a school. Clearly because of the bump, it doesn't meet handicap access criteria. Do you sometimes say that this tree is worth keeping for aesthetic reasons or what judgment call do you make?

Watts: The biggest decision is to look at the proximity of the sidewalk to the tree. If you are a foot from the trunk to the sidewalk, you can't replace the sidewalk without actually affecting the major root system. Even if you are the most careful contractor in the world and you do it by hand. The sidewalk is supposed to be six inches thick plus gravel underneath.

Ross: Do you sometimes make a decision that letting the tree go for another five to ten years is more important than having a continuous segment of sidewalk?

Bruce Hunter: We have had that discussion. We feel it is important to have it as an alternate method to deal with the trees that will remain after the tree hearing. We propose to bring the concrete walk to within five to ten feet of the tree leaving a gap and paving a smooth surface so that at least the walkable surface is smooth even though it is not consistent with the ABA and ADA compliant at the current time. If the tree does die, then it should be taken out and that section of the sidewalk could be installed.

Ross: So that is where the hearing comes in.

Watts: Some of these trees, because of their proximity have raised the sidewalk.

Ross: I wasn't arguing about any specific tree.

Watts: That is one of the reasons why we walked every single section as a group. We wanted people to see what we are up against. We had an arborist look at all the trees. Some of them are really in poor health.

Ross: Thank you very much. It was an excellent presentation.

Allen: I think Frank has been very instrumental in working towards getting the sidewalks done. He recognized the need for that. So, thank you Frank.

Abbondanzio: Presented a letter that was submitted by Ms. Potter for one of the trees. We will have the Tree Hearing on Wednesday night and we will take that letter into consideration.

Bob Escott, Emergency Manager

Presented a draft plan of our Emergency Dispensing Site (EDS)

Gina McNeely introduced Julie Mason, a Registered Nurse who is working with the Montague Board of Health this summer on a grant fully funded from the Mohawk Area Public Health Coalition. It is a mini-grant that the Montague Health Department got through our emergency preparedness coalition. Julie is helping us with our EDS planning and also getting Ms. McNeely caught up on communicable disease reporting and things like that.

Escott: Basically through the Council of Governments, the Town of Montague is in with three other towns; Gill, Erving and Wendell. The idea is for whatever might come up to have a central location where those four towns can come and have administered some type of vaccine or whatever the case may be. In our planning, we have come to sort of a debate, so to speak, on who would be allowed to come to that site. In a perfect world, the four towns would come to that site. Well, we know there is going to be other people that are going to want to come in as well for whatever reasons. We could have people visiting from California; that would be the most easy to have. The others

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might be the other towns that didn't plan very well and their sites aren't working, so they want to come to our site. There is a wide spectrum of why somebody may need to come to our site. The debate comes up when the Department of Public Health says that they will be able to provide us with whatever means we need to administer whatever we are giving out. The other side of that is, if that same person that tells you that, if you were to ask them, are they able to give you a vaccine for any disease out there; they will tell you "no." In one breath they are telling you that they will be able to give you enough for everybody and in another breath they are telling you that they might not have enough. The dilemma comes up when we say that we do all this planning for our four town group and the outside chance that there might not be enough vaccine to go around, and we are going to allow people from other towns or other areas to get that vaccine in place of our own residents, quite possibly. That is how our debate came about. We felt that it was an important enough debate to where we needed to include the Select Boards. The other three towns are suppose to be approaching their Select boards as well to get some input or maybe even a decision on whether we should allow them to come into our site like that. The DPH wants us to take everybody. On a professional standpoint, the nurses are saying they have an ethical obligation to treat anybody, as opposed to saying that you can't have it. Maybe, from my Fire Department background makes me try to plan for the worse and then if the lesser comes along, then it is easier to deal with, but I am trying to think about this in a way where if we are trying to administer to 15,000 people of our own and maybe there is only 10,000 doses available. Do we want 20,000 people standing in line?

Lengthy discussion about whether or not to treat town residents first and what would be the best way to handle the situation

Ross: All these comments seem to be a sincere attempt to address a complicated ethical medical and political challenge. It is also complicated for those reasons that all of you have one way or another specified. I don't think that this is something, even though we are the executive authority, in this powerful Town, that we can just say exclude – This is a complicated thing and I am sure that there are written formal approaches to it so that we could think about it and reveal it. I would want some more time to think about it. I guess my immediate impulse is to kind of respond to your description of the potential chaos and to look at, besides the geographic segmentation, that there would be issues about who has proper ID, who is more mobile, etc. There might be people from here if it is a unique kind of plague or something that might say I am going to Springfield because they got it and we don't. Things could get pretty complicated, if it were a nuclear type of event. I think this isn't something that I don't feel comfortable coming up with some kind of quick vote. The vote would be to maybe present some kind of information because this is obviously not a unique challenge for us to come up with.

Bob Escott: I don't think we are looking for you to answer all this tonight. We just needed to bring it to you.

Allen: What we really should vote is that all towns must get prepared to the same level and then we wouldn't have to worry about it.

Bob Escott: Supply is really the issue. If there is enough vaccine for whatever it maybe that we are going to administer, then it is just a matter instead of it being 72 hours long, it maybe a little longer. If we don't have enough to do our own population, are we going to allow other towns' people to step in line quite possibly in front of our own residents.

Jay DiPucchio: I think that John Peterson, a staff person of the Regional Council of Governments, who has been supporting this effort through MATCO is designing our inside clinic table top which will be run on the 17th of September, and among the stressors that will be built into the table top, I am sure will be one or another of these kinds of issues that will be get more dialogue. That is what this process has been about and that is why it has taken as long as it has, because there are all kinds of contingencies that we are on one hand addressing and on the other hand choosing not to because we need to get to the end of some kind of plan so that we have the ability or at least a skeleton with which to respond to whatever is thrown at us. Hopefully that skeleton is flexible enough that it could be adaptable to whatever; whether it is a pandemic flu and we can see it coming at us for four or five weeks or whether it is something that Homeland Security would worry about and none of us are thinking about daily, but that happens overnight. So you can require all different kinds of levels of treatment protocol. As you suggest, it is very complicated and as Julie points out, it could be notwithstanding our plans, and how we hope to move people through

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a clinic. It can be a real horror show. What we are trying to do at this point is to run where the dialogue is happening, but how we can make some of these choices, and not suggest that you make a choice this evening, but that we need your help in figuring out how we go about making the choice that involves four communities that have been assigned to work with each other.

Allen: I would think, at some point, that we need the four towns to get together whether it is the chair of each Board or something, when we get to that point of making the final decision.

Ross: This conversation is pretty intriguing and pretty important, but I think our conclusion is to encourage other towns to get you up to speed, but also to have a follow-up meeting where we have access to other towns' protocols. They must have protocols that they developed to deal with this. What kind of storage, what kind of preparation, what do you expect us to deal with locally; you are talking vaccines, anti-bodics, etc. Like you say if somebody got contaminated here, say in a nuclear spill, but they are from someplace else, you aren't going to send them back to their town. Even the agenda for a follow-up meeting seems pretty complicated. Would a month for gathering information and forwarding it to us work?

Allen: I think if you were here to watch the table top exercise, it would help bring everybody up to speed.

DiPucchio: The table tops are scheduled for here, just as the external table top happened here in June. We will be doing that one here on the 17th of September at 6 PM. We will need to reschedule this, since the District Meeting will be held on the 17th. I'll e-mail all the information to you.

John Ancil, Swift River Group

Ross introduced Sasha Statman-Weil who is the Business Manager for the Swift River/Strathmore Development LLC. We want to proceed with a project that has been unfolding in Montague and we want to address the progress that we have made in coming to an agreement about how the financial challenges for the current owner of the Strathmore and the Town will address the back taxes and other expenditures that the Town has invested in the property. I would like to briefly describe the kind of nuts and bolts of the current agreement that we researched quite thoroughly. Frank will add some more details, Sasha will be available to address some questions and hopefully this will be passed and this will then allow an application to be put into the State to then get various federal historic rehabilitation tax credits, which would be an important adjunct to the development of that whole property. The state that we are now in is one that I would describe as cautiously optimistic. This agreement that we have hammered out is a result of a lot of work by Frank, Town Planner Dan Laroche, Building Inspector David Jensen, visits to the site by Select Board, some many more than once and a lot of work from a variety of members of the Swift River/Strathmore Development LLC, the head of whom is John Ancil.

Allen: The Town Treasurer Patricia Dion was also involved.

Ross: We have also been in significant consultation with legal counsel who reviewed the documents. The gist of it is that the taxes have to be paid and that the town would like to get back the equivalent of the very significant investment we have put into the property to secure it as best we could, in terms of repairs to the roof, a fire extinguishing system and other features. This agreement regarding 20 Canal Rd., Turners Falls has addressed those issues and this project is going to be difficult and challenging for all participants including the Town and Swift River. It allows our taxes to be paid according to the legal time table that is mandated. Swift River has already participated in a tremendous clean up program that has removed tons of unsaleable paper and much accumulated items from many years and there is also residue from the recent fire, there is some contamination that has been totally evaluated by the State and that is part of a clean-up program that is actually being undertaking. So, as the Swift River Group progresses in their clean-up activity, the value of that property to the Town improves and that becomes in fact a way that our investment gets repaid. So with that introduction, I would like Frank to follow up with a little bit more detail. The Town will still maintain significant control over the property. At a defined point in the future when certain goals are met, the property will be then transferred completely to the Swift River/Strathmore Development LLC, should those conditions be met. Even before that as part of the current agreement, fortunately for the Town, and part of our negotiating status, it is that the responsibility for keeping it secure, dry and with an active fire control system, we will not be responsible for that upon signature of this document.

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Abbondanzio: At the risk of being redundant, I'll go over this in a little bit more detail. As Al pointed out, basically what we have here is an agreement that provides the framework for a payment plan of the taxes. The taxes will be negotiated as part of a payment plan between the Tax Collector and Swift River, that is the way the law requires that it be done. Under that agreement, we are looking to have all of the taxes paid before June 30, 2009. The first payment of \$125,000 will be made on January 1, 2009. The total tax due is \$213,000. The second payment of \$88,000 would be the balance on June 30, 2009. Again, that all has to be subject to a subsequent payment agreement that will be negotiated between the Tax Collector and Swift River. The second part of this is an agreement that we have before the Board that will be signed either tonight or over the next few days is effectively a License Agreement and basically that sort of spells out all the conditions for the management of that building during the interim period between now and when the taxes are actually paid. We will continue to have control over the building, but we will be in effect, licensing out the building to Swift River and during that time they will be responsible for all of the maintenance and upkeep. So, it will be a major headache off of our shoulders. That is the second part of it. We want to protect our interest in our investment too, because effectively we don't bow out of the ownership of the building until the taxes are paid by June 30, 2009. During that interim period, we want to protect our investment, so we want to have the building secured which it will be. We want to make sure that the sprinkler system is operational. These are all things that will be done by the developer during that timeframe. This License Agreement basically deals with things like allowing them to complete the clean up of the building. So far, they have done a wonderful job, cleaning out paper and a lot of trash. It also allows them to take investors in and show them through the building and get them interested in investing in the project. This is something that works well for both the Town and for the developer. I think that the principals that are under this agreement and that we have for the Selectmen to sign, look at this in terms of benefits to the Town. One of the principal benefits is cost avoidance both now and in the future. As I mentioned we have the maintenance of the building, any kind of heating or electrical, removal of hazardous waste. There is also a debris pile that was left over from the one building that burned down. It is hazardous waste that has to be dealt with and the developer is going to deal with that as part of their licensing. They are going to be taking out the asbestos both inside and removing the pile as well. A huge amount of cost avoided by the Town. If we were to take full control and ownership of the building, we would be saddled with these incredible costs of getting that building cleaned out. It would be our responsibility. So, cost avoidance is a big one. Another one is our return on our investment. If this project is successful, there is an incredible possible return on this investment. First of all the development agreement actually provides for the payment of the taxes so that is something that we will get right up front. We are looking at the possibility of thirty two million dollars in investment, the potential for a sizable amount of job creation both in the construction of the project and all the spin offs of business developments occurs downtown, the retail multiplier which could be significant in terms of our revitalization effort. We are looking at private investment that is also going to generate tax revenue; right now it is a tax burden. As I mentioned, if we had to tear the building down, if it degenerated and deteriorated to the point where some other buildings in town have gone, you could imagine the cost of that would be incurred. On the other hand, on the tax revenue that would be generated would be very significant even if the Town enters into a Tax Incentive Agreements as we have with other businesses at the Industrial Park. The project is fully consistent with what the Town tried to accomplish in the downtown; basically developing the creative economy. I think the image that the film school and studios would create is fully consistent with that image. We are very excited about that. We are looking at possibly have a public forum in September and a tour of the building. I know a lot of the people are interested in seeing the inside of the building. Through our Planning Department we are also completing a 43D Expedited Permitting Grant and the public presentation of the findings of that grant and the consulting work that has been going on in there are going to be coming out very soon. Those are the kinds of things that we want to show at the public forum. Tonight, I think that we want to get behind the concept here of the project. I think it is a wonderful idea, and the tax credits are kind of a key to this project working. I am going to write a very strong letter supporting it and I hope everybody else does as well.

Allen: I think after listening to Al and Frank that we need to definitely state that if we didn't like the vision, that you had and didn't feel that this company had shown so much effort trying to work with the Town and clean things up, we wouldn't be quite so enthusiastic probably. It really is a wonderful vision. We should say "thank you," we are glad that you are here. We really do hope that it will work out. It is a huge project and undertaking. We look forward to working with you. Do you feel that this has gone through everybody to want to vote on it tonight or did you want to wait?

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Ross: I think it has been thrown out in detail. I would feel confident and comfortable in voting on it tonight. Also, as part of that, then that would also be implicitly and we can make it directly supportive of a letter of support from Frank to support the tax credits.

Allen made a motion that the Board of Selectmen sign the Agreement between the Town of Montague and the Swift River/Strathmore Development, LLC. Seconded by Ross. Just a comment for those who are unfamiliar with Historic Tax Credits and potentially Film Making Tax Credits. Those are not credits that would be given by the Town of Montague. Those are State or Federal or some combination thereof. Once this property, hopefully becomes on our tax rolls, we will have to deal with that issue ourselves, but not in terms of these tax credits.

Allen: We probably should also point out that Patricia has recused herself because her husband is involved with the Swift River Group.

Jean Golrick: I haven't heard anything about the repair money that went into the building? Could the Select Board please discuss as to whether or not that has been forgiven? The suggestion is that whatever document you end up signing, could you please issue them to the Town Meeting members, since we voted the money for repairs, At the next Special Town Meeting?

Ross: In terms of signed document, it will become public information so that will be available for Town Meeting members or other interested citizens. I will roughly estimate the numbers, but the number of \$300,000 was authorized by Town Meeting to repair roof, close some windows and pay for the fire extinguishing system and security while this was taking place, and beyond. There is a payment schedule that is part of this agreement that is tapered over years so that as more and more of the clean-up takes place and the mill has more and more investment in it's value increases, there will be some sort of exchange for the money that is owed to the Town to repay for the improvements that were done to stabilize the property. Given a wide variety of estimates that the clean-up that Swift River has committed to in terms of the asbestos removal, the fire damage and the cleaning out of the unsaleable paper, it is a good deal for the Town.

Jean Golrick: Will the money that we put out be able to come back?

Ross: Frank can certainly describe the payment schedule and how the value of the building will actually kind of reimburse us more than enough.

Abbondanzio: Once the motion is filed with the Land Court, basically we would foreclose the agreement of the Land Court decision based on the taxes. Once the taxes are paid, we rescind that basically. At that point we go into an agreement with the owner that the \$300,000 payment that is owed to the Town would become a deferred payment loan. The concept here is that if the project is successful, and if the project results in the removal of significant amount of hazardous waste, and a lot of other things, and begins to generate tax revenue and other benefits to the Town, that this will be considered the Town's investment in the project. Over time, assuming that the project is successful and it is kept in the same ownership, this deferred payment loan would diminish over a ten-year period, and the eleventh year would go away. It is what they call an anti-speculation clause. It is similar to what we have done with Community Development Grants when we want to encourage an investment where we make money. In fact it is a Grant that if you keep the property for ten years, and you do other things that are positive to the Town. So that is the principle; it is like a third payment loan, that turns into an outright grant after ten years, assuming that the ownership doesn't change hands. The idea is that if we don't want to have anybody benefiting from the agreement that isn't currently involved in the project now or might be in control of the building if the project were not to be successful. That is the main point to protect our investment.

Sasha: I don't want to be redundant, but we were very excited about the agreement and we really appreciate the Town talking to us about it. Basically I feel that I have been at these meetings and I feel that the dialogue now between the Town and the Swift River Group or the Swift River/Strathmore Development is open, honest and regular, which I am excited to see. You talked about what we are going to do in the mill complex; specifically, the removal of the whole firesite, all the debris there and all the asbestos there. The asbestos in the entire mill and the

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number six oil which is a fire hazard. It adds up to quite a lot. Based on the numbers that we were given by the Town and the Town was quoted by these companies to clear this stuff up, it was as much as \$920,000. So, we are just glad to do it. We are glad to increase the property for the mill and we are glad to get in there and start our film _____ on our production company. We are really excited. We really appreciate your giving us the opportunity now especially as we are beginning and we are struggling to meet all our finances and all our financial needs. We appreciate it very much.

Ross: Just to emphasize passing paper is certainly important, but what really moved me to kind of feel more cautiously optimistic about this project moving forward for all those involved is to go to that mill and see and hear that, I could be off by a large number, but at least 86 trailer truck loads of waste paper and about 20 dumpsters full of trash. I went down there today after further discussion of this final document and it would be loaded on, so there is active work.

Sasha: We appreciate it. I think that is one thing of our work now that has already been done and it will be continued to be done in terms of cleaning out the fire site. Another thing and I know this feels like it is very far in the future, but if Swift River Group creates even a portion of what it is hoping to create, which is sort of a cultural institution, the economic efforts for the Town and for the region, would undoubtedly be monumental. I did want to throw this one number around that the State of Massachusetts, some department in Boston, did some calculations and figured out that when a movie, however, big or small, is spending local dollars, so if it comes into a Town and spends two million dollars, you have a 2.25 multiplier fact in the bars, restaurants, hotels, and retail stores. So, 2.25 times two million dollars is quite a bit spent in the Town and the region. Our plan is to have a ten million dollar film, but I won't get into the specifics, but to have a ten million dollar film budget each year so we are making four or five of these relatively speaking small pictures, so it is a lot of direct economic impact. As well as I appreciate your bringing up the cultural economy, because as I said, we hope to create a sort of a cultural institution that will be much more important to the Town than just finances.

Allen made a motion that the Board of Selectmen sign the Agreement between the Town of Montague and the Swift River/Strathmore Development, LLC. Seconded by Ross. Approved with two Ayes. Allen – Aye, Ross – Aye. Pruitt – recused.

Allen made a motion to send a very strong letter of support that will be used by the Swift River Group/Strathmore, LLC in their application for Massachusetts and Federal Historic Rehabilitation Tax Credits. Seconded by Ross. Approved with two Ayes. Allen – Aye, Ross – Aye. Pruitt – recused.

Bob Trombley, WPCF Superintendent, Request from CDM for an increase in engineering fees

Bob Trombley: This is the second meeting in regards to engineering fees for construction services involving the combined Sewer Overflow Project. Paul Gilbert is the on-site Project Manager for that. Over time, we have been keeping an eye on the cost of engineering services. We started a discussion back in October/November of last year for which I believe you have a letter, talking about the fees and we decided to wait until we got into Contract #2 a little deeper. We are deeply into a major portion which is a wet weather chlorine contact tank was completed to see where the engineering fee stood. That is why we are here tonight, to look at the request for an increase of \$68,000 in those engineering fees. The question that we walked away with at last meeting was relative to what has been spent so far concerning the engineering service fees and what percent of the overall budget those represent at this time.

Paul Gilbert: I think you all have a copy of the table. The budget that was approved for our amendment #2, and that is a result of our revised approach that we all worked out together. Actually it was two years ago. At that point, we reduced our Design Fee from \$594,300 to \$513,470; Special Services at that time stayed the same at \$156,530 and reduced the Construction/Resident Engineering Services by \$125,000 for a grand total reduction of \$200,000 – right now we are at \$1,188,500. In the right hand column, we have our Expenditures to date, as you can see we are done with the Design. Special Services are completed and as you can imagine the construction/resident engineering services are on-going. That is why I am here tonight. At the very bottom of the table, we have the Construction Summary. Contract No. 1 which is Avenue A, that has all been completed at almost 1.3 million dollars. Contract No. 2 is at 2.1 million dollars. That includes roughly \$33,000 in change orders to date and on contingency we have

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another \$35,000 or so. Right now the cost of construction is almost 3.4 million. So with that bottom line we took our Design fee of \$513,470 divided by 3.4 and came up with (strictly with numbers of 15% for design fee) and yes that is on the high side, but if you look at the asterisk at the bottom, it gets a little bit confusing because our initial design fee was \$594,000 and in May 2006 we had expended or developed the total design to about the 75% level at which time we did the cost estimate and said we were at 10.4, we have to stop. In May we worked together and did two things, we reduced our fee and then we took a step backwards, stopped at design and revised the design downwards

Trombley supports CDM's request because of all the support he is receiving from them.

Pruitt makes the motion to approve the request for an increase in engineering fees for Camp Dresser & McKee in the amount of \$68,000. Seconded by Allen, approved unanimously. Pruitt – Aye, Allen – Aye, Ross - Aye

WPCF – Other

Trombley: There are a couple of other issues we'd like to touch on shortly having to do with the project and these will be by way of change orders. Storage tank coating as things have progressed, we have found that cleaning out our sludge storage tanks which are both empty for the first time in many years. Tank 1 the concrete is in need of care, the original coating is 75% gone so the concrete has gotten soft and Tank 2 isn't quite as bad, but the concern is that if we don't do something about it now, in 5 –10 years the concrete will be down to the rebar, then it will be much more expensive to fix. A vendor came in today and it will cost approximately \$50,000 to repair these two tanks. Tonight we would like a preliminary approval and will come back with a formal change order and more information at the next meeting.

The Board agreed it is okay to proceed.

Trombley: The second issue has to do with by pass pumping which is already planned for the work on the CSO structure out in the roadway because they have to bypass the sewage from going into that structure and into the plant so it is bypassing around that structure. We'd like to bypass from just upstream of the structure all the way to the Treatment plant to allow us to dwell that entire effluent line and completely clean out and tv that line while it is dry. The difference is it is going to go from being a \$4,000 item up to as high as \$15,000 by pass pumping item as well as high as \$15,000 to clean and tv that line, but this is the time to do it. A specific change order request will come for this.

**Town Administrators Report (presented by Frank Abbondanzio)
Sign State Primary Election Warrant**

Pruitt makes the motion to approve the election warrant for September 16, 2008. Seconded by Allen, approved unanimously. Pruitt – Aye, Allen – Aye, Ross – Aye

Program Income Hearing (for Peskeompskut Park)

Abbondanzio: This is to put in some gutter drains and pavement on one side of the shell to carry drainage away from the area in front. You will still get rain blowing in, but at least we will get the main drainage will be taken away from there.

Pruitt makes the motion to approve \$1,000 out of Program Income for drainage issues at the Peskeompskut Band Shell. Seconded by Allen, approved unanimously. Pruitt – Aye, Allen – Aye, Ross – Aye

Announce Date of GMRSD District Meeting

The GMRSD District Meeting will be held on Thursday, September 16, 2008 at 6:30 at the Turners Falls High School.

Announce Closure of parts of bike path during T.F. Power Canal service outage

We heard from First Light and they are exercising their right under the Turners Falls Bike Path lease agreement by providing 30 days notice because there will be an outage from 9/8/08 through 9/13/08 for inspection and

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maintenance work along the canal. During this time the bike will be closed in a number of locations between the gate house and the Depot Street Gate.

Update on budget letter sent to State Auditor and Mass. Dept of Elementary and Secondary Education(MDESE)

The budget letters sent to State Auditor DeNucchi and correspondence that has gone back and forth between the Mass. Dept of Elementary and Secondary Education which relates to the assessments and the budget that was voted down by both the towns of Gill and Montague. The need of the district was discussed earlier and the Towns of Montague and Gill have jointly written a letter to the State Auditors Office to determine whether the 1/12th budget that has been set by the State Dept of Elementary and Secondary Education determine whether or not that is an unfunded local mandate because the amount of funding the State is providing to the Towns through the Chapter 70 State Aid process is not sufficient for the Towns to pay these assessments. They are unaffordable and are \$720,000 apart from what we would have to appropriate under the 1/12th budget and the Town of Gill has already announced a spending freeze and announced they are decimating their municipal services if in fact the 1/12th budget holds up at the district meeting. We asked for a meeting with both offices and a meeting has been scheduled for August 27th. Representative Kulik was kind enough to set those two meetings up for us at the State House. Coincidentally, we have received a response from the MDESE to their read on our protest stating what their interpretation is. We need to discuss this further with them in Boston. We've also been very active with our correspondence with the Town of New Braintree, which also rejected their school budget and was handed a 1/12th budget by the state and proceeded to pay only a portion of what was due for the first assessment check. We have invited the Selectmen from New Braintree to join us in Boston.

Other

Montague Center School

I went on an inspection tour of the school with the Building Inspector, Town Planner and the Superintendent of Schools and some of the staff. The school will be turned over to the Town on September 1. At a previous meeting the Selectboard did decide to let the Capital Improvements Committee be the committee that will decide how to handle the disposition of that property. The school is in very good shape and has some value to somebody for some purpose. I have received letters from several people inquiring about the memorial plants. There are a lot of issues to be discussed soon.

Veterans Trustees

The Trustees of the War Memorials asked if I would consider applying for one of the solar lighting grants for the seating area at the Veterans Memorial.

Appointment

Pruitt makes the motion to appoint R. Keith LaRivier to the Airport Commission for a term of 3 years until June 30, 2011. Seconded by Allen, approved unanimously. Pruitt – Aye, Allen – Aye, Ross – Aye.

Use of Peskeompskut Park

Pruitt makes the motion to approve the use of Peskeompskut Park by the Montague Public Libraries specifically for a puppet show with Linda Hickman being the responsible party for this. This will be on Tuesday, August 13, 2008. Seconded by Allen, approved unanimously. Pruitt – Aye, Allen – Aye, Ross – Aye

Town Hall Hours

Effective 8/11/08 New Town Hall Hours: Monday, Tuesday, Thursday: 8:30 AM – 5:30 PM, Wednesday: 8:30 AM – 6:30 PM; CLOSED Fridays

Pruitt makes the motion to adjourn the meeting, seconded by Allen approved unanimously. Pruitt – Aye, Allen – Aye, Ross – Aye