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CITY OF AMESBURY, MA



CITY OF AMESBURY  
IN THE YEAR TWO THOUSAND TWENTY-FIVE

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SPONSORED BY: *Kassandra Gove* **BILL No.** 2025-015  
**Kassandra Gove, Mayor**

**An Order** to authorize the Mayor to accept and expend a FY25 Legislative Earmark Grant Award from the Commonwealth of Massachusetts in the amount of \$50,000.00 for lighting improvements in the downtown region of the city.

**Summary:** This funding was requested and earmarked by Amesbury's state legislative delegation in the FY25 Budget for "lighting improvements in the downtown region of the city." We will utilize this earmark to hire Amesbury-based business Beautification Through Illumination to complete the Upper Millyard Falls Lighting Project. The project includes removal of original lighting fixtures and disposal, equipment rental and police detail, installation, programming, materials and permitting.

**Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:**

That the City of Amesbury authorizes the Mayor to accept and expend a FY25 Legislative Earmark Grant Award from the Commonwealth of Massachusetts in the amount of \$50,000.00 for lighting improvements in the downtown region of the city.





*Commonwealth of Massachusetts*  
**EXECUTIVE OFFICE OF ECONOMIC DEVELOPMENT**  
ONE ASHBURTON PLACE, ROOM 2101  
BOSTON, MA, 02108  
<https://www.mass.gov/eoed>

MAURA T. HEALEY  
GOVERNOR

KIMBERLEY DRISCOLL  
LIEUTENANT GOVERNOR

YVONNE HAO  
SECRETARY

TELEPHONE  
(617) 788-3610

FACSIMILE  
(617) 788-3605

## **ATTACHMENT A**

### **Fiscal Year 2025 Earmarks**

The Executive Office of Economic Development (EOED) will be administering your Fiscal Year 2025 Earmark: Per the Fiscal Year 2025 Massachusetts State Budget.

**In order to initiate your contract,** complete the Earmark Scope and Budget along with the W9, EFT, and Authorized Signatory Listing forms and upload in Submittable. If requesting reimbursement for costs incurred prior to being under contract from July 29, 2024 through the day prior to signing the contract, you must provide copies of invoices and proofs of payment for those costs.

#### **Please be advised:**

- All funding under this contract must be spent by, and all deliverables must be executed, completed and delivered by **June 30, 2025**.
- Any unexpended funds from this contract must be refunded by June 30, 2025 in the form of a check made payable to the Commonwealth of Massachusetts.
- The last receipt is due to the earmark program manager by June 30, 2025.
- The maximum contract obligation will not exceed the amount published in the state budget line item.
- Funds provided under this contract may not be used for the purchase of alcoholic beverages.

#### **Reimbursement Schedule:**

- 50% of the earmark will be distributed upon receipt of the signed contract.
- A second allocation of the remaining 50% will be made upon receipt of the cost reimbursement invoice and final report.
- **The Cost Reimbursement Invoice and Final Report are due by June 30, 2025.**

#### **Cost Reimbursement Invoice and Final Report:**

In order to receive the second allotment of 50% of the earmark, you must submit a completed Cost Reimbursement Invoice (Attachment B) and Final Report to the earmark program manager. The Invoice should include receipts and proof of payment for all earmark expenditures. The Final Report should provide a brief summary of how the funds were expended and address all elements of the budget at the conclusion of the initiatives. The report shall include outcomes and any quantifiable details such as: job creation, jobs retained, economic impact, return on investment, number of businesses/visitors served or trained, and other relevant statistics. **The Cost Reimbursement Invoice and Final Report are due by June 30, 2025.**



**FISCAL YEAR 2025  
EARMARK SCOPE & BUDGET**

***Incomplete forms or lack of organization of documents submitted with the Attachment B will necessitate further review and may result in payment delays.***

**A. General Information**

Contractor/Organization Legal Name: City of Amesbury
d/b/a:
FEI/ Tax ID:046-001-067
Legal Address: 62 Friend Street, Amesbury, MA 01913
Contract Manager: Ann Marie Casey
E-Mail: caseya@amesburyma.gov
Phone: 978-388-821

**B. Overview of Earmark Recipient**

Please provide a brief description of your organization.

The City of Amesbury is located in Essex County, Massachusetts. The population was 17,366 at the 2020 United States Census. A former farming and mill town, Amesbury is today largely residential. It is one of the two northernmost communities in Massachusetts (the other being neighboring Salisbury).

**C. Project Scope**

Please provide a description of the projects or programs covered by this earmark.

The City will hire Beautification Through Illumination to complete the Upper Millyard Falls Lighting Project.

The Upper Millyard Falls Lighting Project aims to transform the space with a modern, efficient, and visually appealing lighting system. The current outdated and non-functional fixtures will be removed to make way for a state-of-the-art solution. BTI's design will incorporate remotely controlled lighting for convenient management, ensuring flexibility for the town's needs. To enhance the system's functionality, individual fixture isolation will be prioritized, allowing for precise adjustments and maintenance. Additionally, color-changing LED lights will be included to add a vibrant, celebratory touch for town events and special occasions, creating an engaging and dynamic public space.



**FISCAL YEAR 2025  
EARMARK SCOPE & BUDGET**

**D. Budget**

**Please Note – EOED will only accept eligible costs that fall between the signature date on the contract through 6/30/25 unless otherwise approved through Settlement & Release (including if costs are a portion of the initial 50% payment).**

**Due to the sheer volume of earmarks and desire to distribute funds in a timely manner, EOED requests that recipients make every effort to avoid needing a Settlement and Release by identifying larger cost centers that are eligible and will be incurred from signature date of the contract through 6/30/25.**

**If you require costs already incurred dating back no earlier than 7/29/24 in order to expend the full amount of your earmark by 6/30/25, please list all invoices and exact amounts in your budget below separate from future planned spending. Also, you must include copies of all invoices and proofs of payment for said costs with the submission of your Attachment A.**

Given the compressed timeline for incurring and disbursing earmark funds, please develop your budget with fewer and larger cost centers in mind that fall within the legislative language. The fewer number of cost centers will allow for easier tracking and submission of documentation by recipients and expedited review and disbursement of funds by EOED.

- For example, if the earmark language is written broadly enough to include things like operational costs, please consider budgeting larger costs such as salary against the earmark as it would limit the number of budget line items to track and the amount of documentation to submit to EOED.

All funding under this contract must be spent by, and all deliverables must be executed, completed and delivered by June 30, 2025.

An updated version of this budget must be submitted with the final report, which is due by **June 30, 2025**.

<b>Line Item (include vendor name where applicable and/or description of expense)</b>	<b>Date</b>	<b>Amount</b>
All services listed below to be provided by: Beautification Through Illumination 56 Arlington Street Amesbury, MA 01913	April- June 30, 2025	
Materials- all fixtures, conduit, wiring, tools and applications used to create the design	April- June 30, 2025	\$35,000
8 Hours Removal & Disposal: Labor to remove and dispose of all existing fixtures and wiring, however, BTI will recycle any viable wiring to reduce costs and be more environmentally friendly. 12 hrs of Programming: BTI will take the time to program the lighting for upcoming events and holidays, reducing the need to change each light individually.	April- June 30, 2025	\$2,895
Equipment Rental/Police Detail	April- June 30, 2025	\$1,000
90 Hours Installation- Labor to install all new fixtures, transformers, conduit and wiring to achieve the design	April- June 30, 2025	\$9,000
Maintenance	April- June	\$1,600



**FISCAL YEAR 2025  
EARMARK SCOPE & BUDGET**

	30, 2025	
Permitting	April- June 30, 2025	\$500
<b>Total Budget</b> (amount should not exceed total earmark amount)		\$49,995





Sean Curran, Owner  
Beautification Through Illumination  
56 Arlington Street  
Amesbury, MA 01913

December 27th, 2024

Mayor Cassandra Gove  
City of Amesbury  
62 Friend Street  
Amesbury, MA 01913

Dear Mayor Gove,

I am pleased to enclose my proposal for the Upper Millyard Falls Lighting Project. In this proposal you will discover more about my company, the goals we plan to accomplish, and a detailed plan to accomplish those goals. I am truly excited about the opportunity to work on this project, as I have lived in this town for over 30 years, and Amesbury holds significant meaning for both our company and our family.

I appreciate the opportunity to present this proposal and I look forward to hearing from you. Please feel free to reach out to me at (508) 662-2301 if you have any questions about this proposal.

Thank you,

Sean Curran

## Executive Summary

### Introduction

BTI, a family-owned business, is proud to submit a proposal for the Upper Millyard Falls Lighting Project. Led by Sean Curran, a resident of Amesbury for over 30 years, BTI specializes in low-voltage lighting design with an emphasis on quality and innovation. Sean has dedicated his career to mastering the art of outdoor lighting, earning his certification as a Low Voltage Lighting Technician (CLVLT) through the Association of Outdoor Lighting Professionals (AOLP), where he served as past president and currently leads the CLVLT certification program. BTI is a family affair, with Sean's children, Jeremy and Emily, contributing their talents. Jeremy, a CLVLT with over a decade of experience, handles technical installations, while Emily serves as the Customer Service Liaison and creates marketing materials and site photography. Sean was originally involved in the Upper Millyard's previous lighting design bidding almost ten years ago, and looks forward to creating a modern design that enhances the town's historical character.

### Project Goals

The Upper Millyard Falls Lighting Project aims to transform the space with a modern, efficient, and visually appealing lighting system. The current outdated and non-functional fixtures will **be removed to make way for a state-of-the-art solution**. BTI's design will incorporate **remotely controlled lighting** for convenient management, ensuring flexibility for the town's needs. To enhance the system's functionality, **individual fixture isolation** will be prioritized, allowing for precise adjustments and maintenance. Additionally, **color-changing LED lights** will be included to add a vibrant, celebratory touch for town events and special occasions, creating an engaging and dynamic public space.

### Approach and Methodology

BTI's approach begins with a thorough on-site assessment to evaluate the existing lighting system and determine the best layout for new fixtures. Leveraging Sean Curran's expertise and BTI's philosophy of "less is more," we will craft a design plan that maximizes the use of high-quality fixtures while minimizing clutter. The execution phase will focus on installing a modern lighting system with advanced features such as remote control capabilities and isolated fixtures.

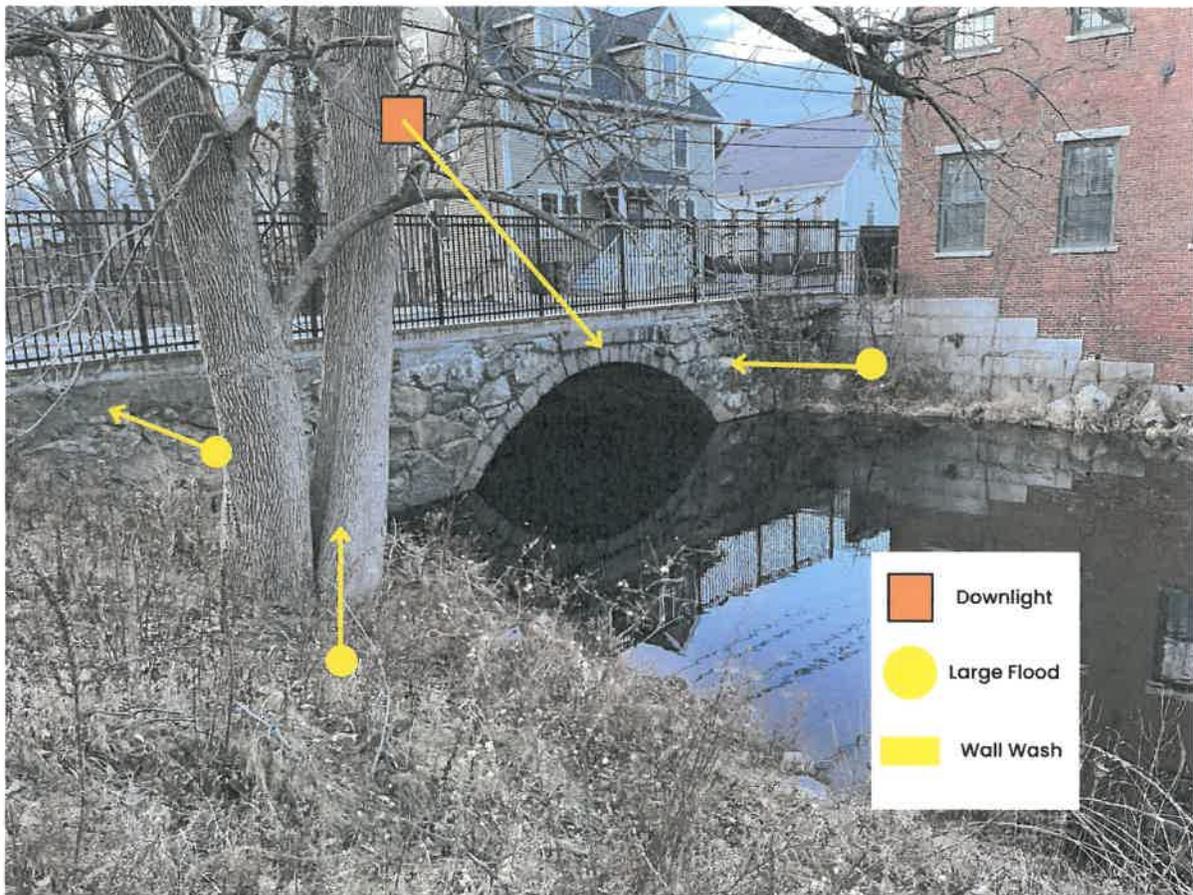
## Beautification Through Illumination - Upper Millyard Falls Lighting Project

Our solution will be tailored to Amesbury's unique character, ensuring that the lighting enhances both the functionality and aesthetic of the space. With a commitment to energy efficiency and sustainability, BTI will deliver a system that serves the town for years to come.

## Lighting Placement Plan

Below are outlines of fixture placements for specific sections along the 700ft proposed area.

### Stone Bridge



**First Falls**



**Not Pictured: Four Down Lights will be installed in trees along the falls between the Stone Arch and the first falls.**

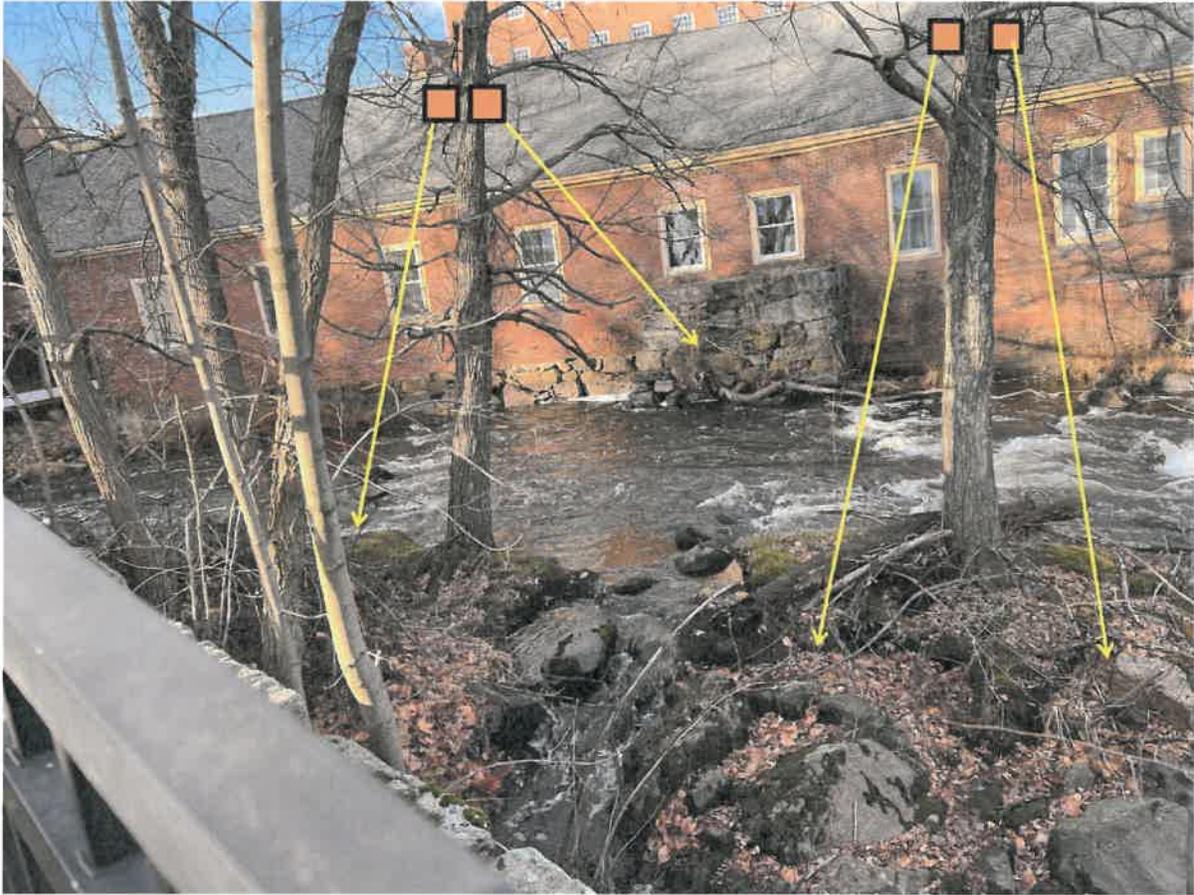
**First Falls to First Bridge**



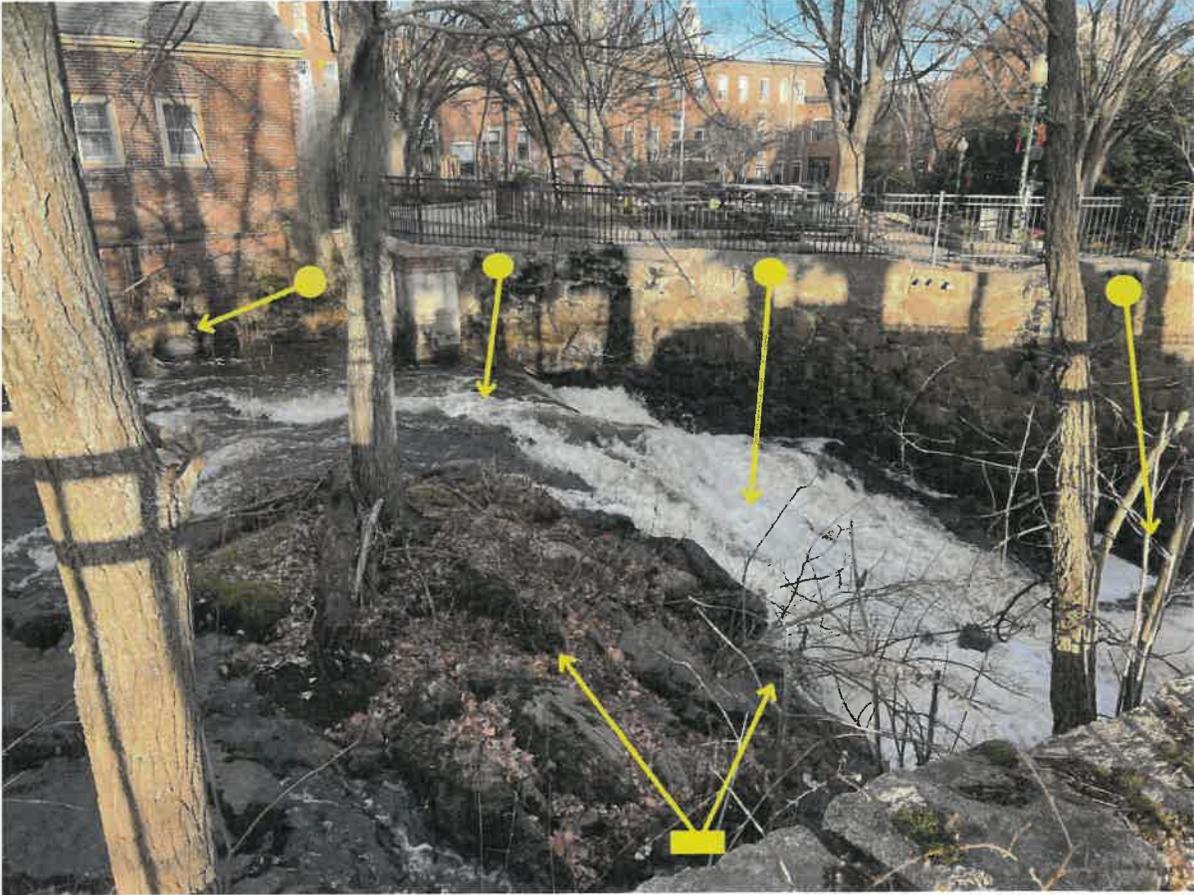
**After First Bridge**



**Main Falls Downlights**



**Main Falls Flood Lights**



**Main Falls Before Second Bridge**



### Lower Falls



**Area for Six Undercap Lights**



## Proposed Fixtures

The following images are the proposed fixtures to be used in this lighting design. All fixtures would be under a 10 year warranty, and all non-integrated bulbs would be warrantied for 5 years.

Fixtures will be brass as shown below. Each fixture will have the ability to be controlled individually, and change to any color the user desires. Scenescapes can be created for upcoming holidays and events, allowing the user to simply watch as the lights change for the specific date desired. The Down Light, Large Flood and Wall Wash lights will be color changing, while the Undercap lights will be non color-changing. 4 of the Down Lights will be non color-changing.

### Breakdown:

#### RGBW - Color Changing

23 Large Floods

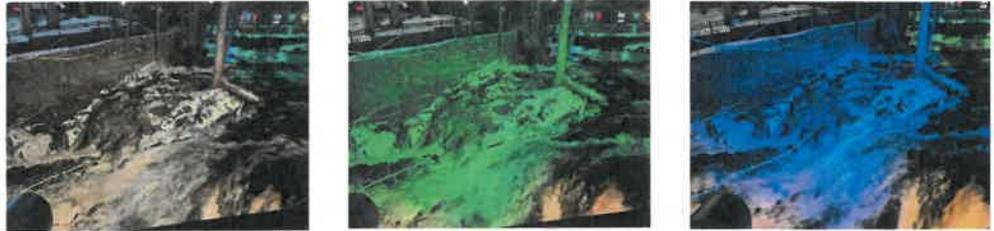
5 Down Lights

10 Wall Wash Lights

#### White - 2700K

4 Down Lights

6 Undercaps



Examples of color options shown at demo



BTI plans to install 4 new transformers, and will utilize 1 existing transformer for the undercap lighting. The older transformers can be archived should the town wish to expand the low-voltage lighting further.

## Budget and Cost Breakdown

**The total proposed budget for this project is \$49,995**

**Materials - Approx. \$35000:** This includes all fixtures, conduit, wiring, tools and applications used to create the design.

**Equipment Rental/Police Detail - \$1000:** For equipment rental and police detail.

**8 Hours Removal & Disposal:** Labor to remove and dispose of all existing fixtures and wiring, however, BTI will recycle any viable wiring to reduce costs and be more environmentally friendly.

**90 Hours Installation - \$9000:** Labor to install all new fixtures, transformers, conduit and wiring to achieve the design.

**12 hrs of Programming:** BTI will take the time to program the lighting for upcoming events and holidays, reducing the need to change each light individually.

**Yearly Maintenance - \$1600 (\$800/year):** A yearly maintenance contract with 2 years paid. With Sean living in town, maintenance can be handled within minutes.

**Permitting - \$500:** For required permits.

Certificate of Insurance can be provided upon request.

## Beautification Through Illumination

56 Arlington Street  
Amesbury, Massachusetts 01913

## QUOTE #401

SENT ON:

### RECIPIENT:

#### City of Amesbury

63 Friend Street  
Amesbury, MA 01913



Phone: 5086622301

Email: info@bti-lighting.com

Website: www.bti-lighting.com

Product/Service	Description	Qty.	Unit Price	Total
Upper Millyard Falls Lighting Project	Includes removal of original lighting fixtures and disposal, equipment rental and police detail, installation, programming, materials and permitting as laid out in proposal.	1	\$49,995.00	\$49,995.00

**A deposit of \$24,997.50 is required to get on the schedule. By signing this quote you are confirming you read the below Terms & Conditions.**

**Total**

**\$49,995.00**

PLEASE READ THE TERMS AND CONDITIONS BELOW BEFORE SIGNING.

Venmo: @Sean-Curran-41

\*As of January 1st, 2024, BTi will not install fixtures or equipment purchased by the customer prior to the signing of these terms. BTi will only install fixtures purchased by BTi at our approved vendors.

If you are having difficulty with our new and improved system, simply print this document, sign to approve, and send your paper check or cash to:

# Beautification Through Illumination

56 Arlington Street  
Amesbury, Massachusetts 01913

# QUOTE #401

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SENT ON:

## Notes Continued...

BTI  
56 Arlington St  
Amesbury, MA 01913

## BTI TERMS AND CONDITIONS

### 1. Definitions

Definitions – 1.a) “Designer” shall signify the business known as Beautification Through Illumination and anyone elected to represent this business in a design capacity referred to below as “we” or “us” 1.b) “Client(s)” is the person or persons paying for the services of the designer referred to below as “you”. 1.c) “Proposal” means the written documents sent with these terms and conditions detailing the services and fees which will be agreed by both client and designer 1.d) “Design or designs” means all drawings and concepts produced when providing services 1.e) “Services” means the set of services to be provided under this contract as set out in the proposal. 1.f) “Site” means the area to which the design will apply 1.g) “Payment(s)” means the payments set out in the proposal or any variation to the payment(s). 1.h) “Works” means any work carried out by third parties.

### 2. Description

2.a Beautification Through Illumination is a company that provides and maintains landscape lighting and water features to homes and commercial properties in the North Shore. BTI has over 40 years of landscape design experience and prides itself on excellent results and exceptional service. From consultation to completion, Beautification Through Illumination can make your outdoor living dreams a reality.

### 3. Demonstration/Design

3.a One of the most important steps in installing outdoor lighting is the demonstration. This is the most opportune time for you to discuss with our Designer exactly what you are looking for in terms of Services and to survey the Site. This entails Design, fixture choices and quantity of lighting. We believe that this step is essential to your Design process. Therefore, if you decide to forgo a demonstration and are dissatisfied with the Design, you are still responsible for the labor and materials used in the Design. Demonstrations are complimentary to the Client and can be completed at dusk at the Site.

3.b We are the owner of all intellectual property rights in the Designs together with the rights in any developments and changes in such Designs. We assert the moral rights that we may have in any Designs.

### 4. Proposals

4.a All Design proposals are valid for 30 days. After 30 days, prices are subject to change, and the proposal will need to be re-quoted. A 50% deposit is required before any Services are started

### 5. Terms of Payment

5.a Deposits: We require the Client to pay a 50% deposit before any Services begin at the Site. Deposits are non-refundable and can be paid in the form of check, cash, credit card, Venmo or ACH payment. By paying a deposit, along with signing the Proposal document, the Client understands that they have accepted the Proposal and is moving forward with the Design.

5.b Payment: Payment is due within 14 days of the Services and can be paid in the form of check, cash, credit card, Venmo or ACH transfer.

5.c Late Payment Interest: Be advised that late payment interest of 1.5% may be applied if we do not receive payment within 14 days.

5.d Returned Checks: There is a \$30 charge for returned checks.

5.e Saved Card on File: When the Client chooses to save a card of file, Beautification Through Illumination reserves the right to charge that card for any outstanding balances.

### 6. Timeframe

6.a Due to Beautification Through Illumination being a seasonal and outdoor company, our busiest time of year is the beginning of April into the end of November. During these months it is extremely common to experience delays due to materials being difficult to obtain, rain or extreme heat and Client availability. By signing these terms the Client acknowledges that there can be delays that are out of the Designer’s control, and we will do everything in our power to complete your Design in the time estimated.

### 7. Customer Responsibility

## Beautification Through Illumination

56 Arlington Street  
Amesbury, Massachusetts 01913

## QUOTE #401

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SENT ON:

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### Notes Continued...

7.a You as the Client, have certain obligations under this contract. Failure to uphold these obligations (in a timely fashion) may result in us suspending or terminating the contract. In this event you are liable for any costs we incur as a result and all Payments due at that point in time.

7.b After Beautification Through Illumination has installed your lighting fixtures or water feature, it is extremely important that you follow the care guidelines from your Designer to ensure the longevity of your Design. Failure to comply with reasonable instructions could cause damage to your lighting fixtures. If damage is caused by the Client that voids the warranty (i.e. cutting wires, damaging electrical elements, etc.) it is the responsibility of the Client to pay for a Service Call of \$150 and replacement products.

7.c You will provide us promptly with any information required to carry out the Services. You will warrant that this information is not subject to any third party rights which would prevent us from using this information legally.

7.d You will allow us access to both you and the Site as may be required to carry out the Services without unreasonable delay.

7.e You will notify us as soon as possible of any legal, physical or other conditions of the Site which may affect the Services and/or Design so that we may act accordingly. Any conditions of the Site such as pollution, the presence of broken glass or other dangerous materials, notifiable plants, nesting bees, rats, mice or other vermin will remain your responsibility. We may point out anything which we become aware of and/or introduce third parties but we cannot be responsible for these or other 'expert' areas which may affect the execution of the Design, related Works or any Works taking place on the Site. 7.f You as the Client, are responsible for your pets being secured inside at the time of Services at the Site. Although you may consider your pets friendly, they can become a distraction or be in danger around electrical wiring and equipment. If your pet commits an attack or injury on one of our employees, the Designer will not hesitate to seek legal action.

### 8. Termination

8.a You may terminate this contract at any time by giving us prior written notice but you will have to pay for the Services carried out up to the date of expiry of the notice.

### 9. Product Warranty

9.a LED bulbs have a 5 year warranty from installation. All fixtures have a lifetime warranty against manufacturer defects. If anything should happen to your lights outside of normal wear and tear or Client neglect, the Designer will service and inspect the issue at no cost to you. If the Client is responsible for fixtures, wiring or bulbs malfunctioning, the Client is responsible for purchasing replacement parts.

### 10. Site Photography

10.a An important part of our business is photographing the work our amazing Designers are capable of. At the completion of your Design, we may photograph the Design at dusk and at a time that works best for the Client. These photos will be used in a promotional manner on the website, social media accounts and other forms of marketing. We will NOT disclose the Client's address, name, phone number or any other form of contact information.

Please sign and date your Proposal sent by the Designer to confirm you have read and understand these Terms & Conditions.

Thank you for your business!  
Beautification Through Illumination

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Value Proposition**

BTI brings unmatched expertise and reliability to the Upper Millyard Falls Lighting Project. Sean Curran's 30+ years of experience in the field, combined with Jeremy's technical acumen and Emily's creative contributions, make BTI uniquely equipped to handle this project.

As a long-time Amesbury resident, Sean's deep connection to the community ensures a vested interest in the success of the project. Sean has worked on multiple projects in town, including assisting in installing the Lake Gardner wooden trail and the AES Nature Trail.

These enhancements to the Upper Millyard will create a versatile and engaging space for the town, reflecting Amesbury's pride and heritage while embracing modern design. The falls are a beloved staple of Amesbury, and BTI hopes to illuminate this space for residents and tourists alike.

## **In Conclusion**

The Upper Millyard Falls Lighting Project presents an exciting opportunity to revitalize a beloved community space. BTI is committed to delivering a lighting system that enhances safety, aesthetics, and community engagement. With a focus on sustainability and innovation, our proposed solution will provide Amesbury with a modern, functional, and beautiful lighting system. As a company deeply rooted in the Amesbury community, BTI is proud to bring its expertise to a project that holds local significance. We look forward to collaborating with the town to bring this vision to life and make Upper Millyard Falls a shining example of what thoughtful lighting design can achieve.

