

MONTAGUE SELECTBOARD MEETING
1 Avenue A, Turners Falls and VIA ZOOM
Monday, August 7, 2023
AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/85963750869>

Meeting ID: 859 6375 0869 Dial into meeting: +1 646 558 8656

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

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

Meeting Being Taped

Votes May Be Taken

- 1. 6:00 PM** Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
- 2. 6:00** Approve Selectboard Minutes from July 10 and 24, 2023
Approve Sewer Commissioner Retreat Minutes from August 2, 2023
- 3. 6:01** Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
- 4. 6:01** Chelsey Little, Clean Water Facility Superintendent
 - Permit Results Summary June and July 2023
 - Execute and sign memorandum of understanding (MOU) x2 with Franklin County Solid Waste Management (FCSWMD) for hauling and accepting liquid sludge
 - Draft Permit Update-Timeline
 - Boiler Replacement Project Update
 - Generator Project Update
 - Sewer use rate setting pre-discussion: industrial vs residential adjustment and flat rate
- 5. 6:25** Tom Bergeron, DPW Superintendent
 - Introduce Collection System Lead Operator, Kyle Bessette
 - Hear Report of Collection System Activities to Date
 - Discuss Impact of Staff Vacancies on Collection System Support, Long-Term Needs
- 6. 6:35** Steve Ellis, Town Administrator
 - Additional Near-Term Priorities/Needs Identified through Sewer Commission Retreat
Priority Requests for FY24 Special Town Meetings
 - Consultant Assistance with Collections Systems Regulatory Compliance Issues
 - Annual Reporting and Sewer Regulation Update (\$69,700)
 - Collection System Operation & Maintenance Assessment and Plan (\$35,000)
 - Sewer Grit Drying Pad (\$TBD)
 - Clean Water Facility: Operations Building Ventilation/HVAC (\$TBD)
 - Collection System Regulatory Compliance and Management Expertise
- 7. 6:45** Seth Rutherford, 253 Organic, LLC
 - Request to amend host community agreement to add Medical Cannabis License from the Massachusetts Cannabis Control Commission

Montague Selectboard Meeting
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8. 6:55 Personnel Board:
- Consider MOA with NAGE Union
 - Notice of Finance Committee Review of Stipends for FY25 Budget
 - Execute Agreement in the amount of \$35,000 with the UMass Collins Center for Public Management for a Classification and Compensation Review
 - Discuss Proposal to Implement Longevity Benefit for Non-Union Staff
 - Appoint Robert Obear to the Zoning Board of Appeals, term ending 6/30/2024
9. 7:05 Maureen Pollock, Town Planner
- Planning Board Petition to Initiate Zoning Amendment: re-district two parcels of land along Turnpike Road, including Parcel #21-0-152 and Parcel #21-0-004 from Neighborhood Business (NB) Zoning District to General Business (GB) Zoning District
 - Execute professional services agreement with VHB Consultants to conduct a market study for Farren Property. Contract value not to exceed \$35,000, to be funded by a FY24 Community Planning Grant
10. 7:15 ARPA Expenditure Request
- Cultural Council- Request for up to \$18,000 over the next two years to match annual state grant allocation for cultural programming in FY13 and 24
 - River Culture- Request for \$7,350 to hire a consultant to conduct a strategic plan for the River Culture Program
 - Both requests to be funded from the “Economic/Community Development Recovery” tranche, current unencumbered balance is \$101,212
11. 7:25 Special Town Meeting
- Establish Fall Meeting Date
 - List Potential Capital Requests
 - Identify Other Warrant Items
12. 7:40 Walter Ramsey, Assistant Town Administrator
- Montague City Road Flooding Project Update
 - Burn Dump Updates
 - Millers Falls Road embankment storm damage
13. 7:50 Town Administrator Business
- Execute grant documents related to a Community Facilities grant for a DPW pickup truck with sander, up to \$43,400
 - Update on Cannabis Retail Sale Tax Revenues
 - Update on PFAS Settlement/Litigation
 - Review Draft Agreement For Division of GMTA Bus Maintenance Facility Proceeds
 - FirstLight Begins Assessment of Long-Term Bascule Gate Piston Leak Solution
 - Topics not anticipated within the 48hr posting

OTHER:

Next Meeting: Selectboard, Monday, August 21, 2023 at 6:30 PM, via ZOOM



Montague Sewer Commission Retreat

Information and Strategy Session
Sanitary Sewer Collection System
Meeting Minutes
August 2, 2023

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Meeting Minutes, August 2, 2023

- Meeting called to order at 1pm in the Town Hall Annex
- Members Present: Richard Kuklewicz, Chris Boutwell, Matt Lord
- Staff Present: Tim Peura, Kyle Bessette, Chelsey Little, Tom Bergeron, Walter Ramsey, Steve Ellis (Facilitator)
- Meeting Discussion Followed the Slides as Follow. Key outcomes and decisions are noted through the course of this slide deck, which will serve as the meeting minutes. Denoted in **red text**.

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Meeting Goals (Steve Ellis)

- Enhance Sewer Commission's knowledge of the system
- Sharpen collective understanding of challenges & opportunities
- Develop preliminary strategies to...
 - Meet regulatory requirements for management, operation & reporting
 - Determine how best to acquire expertise to move system forward
 - Assess staffing level adequacy
 - Prioritize capital and design/planning requests
 - Ensure long-term financial capacity to support improvement
- Develop short and medium term action plan

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Clean Water Facility and Collection System Overview

- Description of Assets
 - Clean Water Facility and Pump Stations
 - Collection System (Sanitary and Stormwater)
 - Combined Sewer and Related Structures
- Evolving Departmental Roles and Responsibilities
 - Focus on transition of CSO management and operation from CWF to DPW, and escalation of collection system O&M requirements resulting from increased regulatory pressure.
- Current Staffing and Cooperation

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Regulatory Requirements – the NPDES Permit

- Key Requirements of the Existing NPDES Permit
 - Clean Water Facility
 - Collection System and the Nine Minimum Controls (9-MC)
 - Recent Compliance History Relative to the 9-MC
- New NPDES Draft Permit Requirements
 - Expected Timeline Expect final permit in September, Effective 60 days later
 - New Requirements and Related Concerns Increased reports and plans, see below
- Key Concerns, Action Plan

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The NPDES Permit: Nine Minimum Controls

- (1) Proper operation and regular maintenance programs for the sewer system and the combined sewer overflows.
- (2) Maximum use of the collection system for storage.
- (3) Review and modification of the pretreatment program to assure CSO impacts are minimized.
- (4) Maximization of flow to the POTW for treatment.
- (5) Prohibition of dry weather overflows from CSOs.

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The NPDES Permit: Nine Minimum Controls

- (6) Control of solid and floatable materials in CSOs.
- (7) Pollution prevention programs that focus on contaminant reduction activities.
- (8) Public notification to ensure that the public receives adequate notification of CSO occurrences and impacts.
- (9) Monitoring to effectively characterize CSO impacts and the efficacy of CSO controls.

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Regulatory: Draft NPDES Permit

Period Report and Annual Reporting				
Report	Due	Substance	Page	Notes
Period Reports				
WWT Major Storm and Flood Events Plan	12 months after effective permit date	Part 5.5.2.4	25	
Public Sewer System Operation and Maintenance Plan	12 months after effective permit date	Part 5.5.2	26	Outlines related to Part 5.5.2.4
Pretreatment Maintenance Program	Part 5.5.2.2.1	26	Part of the Sewer System O&M Plan	
Elements of Sewer System O&M Plan	Part 5.5.2.2.2	27	Part of the Sewer System O&M Plan	
Sewer System Major Storm and Flood Event Plan	Part 5.5.2.2.3	28	Part of the Sewer System O&M Plan	
Overflow Emergency Response Plan	12 months after effective permit date	Part 5.5.2.3.1	29	Part of the Sewer System O&M Plan
Public Notification Plan	12 months after effective permit date	Part 5.5.2.3.2	30	Annual notification is required by March 1st
Annual Reporting				
Annual O&M Report on WWT Major Storm and Flood Events Plan	March 1st	Part 5.5.2.4	25	Reporting the Plan Status by March 1st
Annual O&M Report on Sewer System O&M Plan	March 1st	Part 5.5.2.5	26	Reporting the Plan Status by March 1st
Annual Report of POTW Program Activities (Predevelopment Program)	March 1st	Part 5.5.3	36	1 year after approval of POTW Predevelopment Program
Annual Report for Sludge Handling	February 27	Part 5.5.4	35	
Annual Report for Sludge Removal	February 27	Part 5.5.5	36	
Annual Report for Sludge Disposal	February 27	Part 5.5.6	37	
Annual New Wetness Controls (NWC) Reporting	March 1st	Part 5.5.7	38	
Other				
Public Sewer System Map	12 months after effective permit date	Part 5.5.8	39	

Wastewater Permitting

1 of 1

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NPDES Permit Key Concerns & Action Plan

- We have weaknesses relative to the Nine Minimum Controls that must be addressed. Addition of the Collect System Lead Operator position and new GIS of sanitary sewer system provide important new capacity, but we will discuss proposals for other needed improvements.
- Consideration of whether we possess sufficient collections system management expertise. Higher requirements due to combined sewer/storm system, which represents an estimated 10% of our system.
- The Town filed comments on our new NPDES permit, working to account for new storm resilience planning requirements, more explicit collections system operations and maintenance planning requirements. Addition of lab manager position improves positioning of CWF in the face of increased testing requirements.
- With regard to storm resilience planning, concern raised about planning based on current flood maps, as EPA is redrawing them for our area and they are expected out in the next couple of years.
- Real-time CSO event notifications from Montague are currently three-year average figures, which we understand from our vendor allows their analysis time to properly review and calculate true release quantities. Monthly reports provide us with final post-review numbers and we update Sewer Notification System. All in accordance with regulations, but in this recent spate of storms, it didn't provide a realistic view of event quantities. Tom/Steve will follow up with ADS to see if this can be improved.

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Regulatory Requirements – Long-Term Control Plan (LTCP)

- Past Progress and Accomplishments (CSO Reduction Results)
- June 2023 LTCP and I/I Study Overview – CSO and I/I Reduction
 - Short-Term Measures and Costs
 - Long-Term Measures and Costs
- Key Concerns, Action Plan

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Long-Term Control Plan - CSO Reduction Results

2005 - 2021

Year	Greenfield Road		Avenue A		7th & L Streets		Combined Total
	Number of Overflows	Volume (MG)	Number of Overflows	Volume (MG)	Number of Overflows	Volume (MG)	
2021 ¹	15	0.11	8	0.29	18	0.11	0.52
Total ²	357	7.57	54	3.51	75	0.63	14.08
Annual Average	24	0.76	5	0.35	6	0.06	1.28
Reduction in Annual Average from 2005 data	23%	78%	79%	85%	38%	95%	-
Reduction in 2020 from 2005 data	68%	95%	90%	98%	50%	95%	-

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Long-Term Control Plan: Operating Costs (not discussed)

Modified Implementation Schedule – Operations and Maintenance Ongoing Best Practices

Task	Annual O&M Budget ¹	Monthly O&M Budget
Using CWF WWCT	\$90,000	\$7,500
Using Avenue A Buffer Line	\$12,000	\$1,000
Routine Cleaning of Catch Basins	\$80,000	\$6,667
Monitoring and Sampling CIO Outfalls	\$12,000	\$1,000
Monitoring and enforcement of industrial loading	\$6,000	\$500
CIO / business public notification	\$6,000	\$500
CWF Influent pipe SOPs	\$12,000	\$1,000
Maintenance of CWF effluent pipes, screens, and channels	\$60,000	\$5,000
Grand Total	\$208,000	\$17,500

Note:

¹ Costs are based on June 2023 BMR Index (33MIS). Annual O&M Budget should be increased each year to account for inflation.

² Actual costs may fluctuate based on internal (staff, equipment, supplies) versus external (vendors, subcontractor) resources used to complete operations and maintenance tasks.

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Long-Term Control Plan: Short-Term Measures

Table 7 Short-Term Recommendations – Budgetary Planning Level Costs

Short-Term Recommendations	Order of Magnitude Cost
Avenue A buffer line improvement project	\$300,000
Evaluate and/or confirm peak capacity of CWF WWCT and primary treatment	\$30,000
Hydraulic modeling	\$100,000
Design and construction of upstream (I/I) reduction projects (Priority 1 and Priority 2 projects in Turner's Falls)	\$1,200,000
Total	\$1,750,000 (rounded)

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Long-Term Control Plan: Long-Term Measures

Table 8 Long-Term Recommendations – Budgetary Planning Level Costs

Long-Term Recommendations	Order of Magnitude Cost
Sewer Separation Study / 30% Preliminary Design Report ¹	\$1,750,000
Additional I/I and SSES, Field Investigations, Flow Metering	\$300,000
Hydraulic modeling	\$200,000
Design and construction of future upstream (I/I) reduction projects	\$2,500,000
Sewer Separation Project (Multiple Phases) ²	\$20M-\$25M
Total	\$25M-\$27M (rounded)

¹ Based on 16,000 LF of sewer separation in Turner's Falls. Includes topographic survey, field investigative work, geotechnical investigations, report development, OPCC development, and 30% drawings.

² Based on 16,000 LF of sewer separation in Turner's Falls. OPCC will be developed as part of the Sewer Separation Study / 30% Preliminary Design Report.

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Long Term Control Plan Concerns and Action Plan

- Updated Long Term Control Plan can be accessed on Town CSO Notification Page files module. Very important document that frames past activity and performance, as well as future short and long term plans for CSO mitigation and eventual elimination.
- Study results show that sampling CSO event data from 2005 to 2021, CSO event volumes have declined by 90%+ at each of our three CSO regulators. Frequency of events has also declined steeply. That project had excellent results, but does not fully mitigate CSOs and we have work to do.
- The short-term project list could be longer, but focuses only on one regulator. More study is needed to advance project requests on the others. CWF hydraulic study needed to confirm that increasing pipe size near the Greenfield Road CSO is feasible – make sure we wouldn't flood the plant. Would also inform capital planning needs as we consider improvement of an aging facility.
- Discussion turned to whether system separation would be more cost effective, but the total cost (in the range of \$25M) seems infeasible. Strong interest in beginning to pick away and separate the combined system as we are able. Suggested that bonding and doing more at once would be more cost effective. Would allow chance to update very old infrastructure that will need to be done some day anyway. Might include road replacement, possibly water infrastructure upgrade as part of separation.
- Discussion of need to continue pipe re-lining program in other areas to reduce inflow & infiltration issues

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Capital Planning for Collection System & CWF

- Existing Capital Plans/Projects
- Additional Assessment and Planning Needs
- Regulatory Assistance
- GIS Collection System Mapping, Maintenance & Reporting Tool
 - Implementation Status of New System
 - Building It Out – What's Missing
- Key Concerns, Action Plan

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Update on Sludge Drying Pad



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Current Planning and Regulatory Assistance Proposals

Notice of Noncompliance Assistance and Miscellaneous Tasks

Proposed Fee

The proposed fee for the proposed tasks is listed below:

Task	Description	Labor Hours	Labor Fee	Expenses	Total Fee
1	CSO Performance	150-160	\$19,600	\$500	\$19,900
2	CSO Monitoring Report	70-80	\$9,600	\$0	\$9,600
3	Annual Collection System O&M Report / I/I Control Plan Annual Report	110-120	\$14,300	\$500	\$14,600
5	2023 Collective System O&M Corrective Action	70-80	\$9,600	\$0	\$9,600
6	Sewer Use Ordinance	50-60	\$7,300	\$300	\$7,600
7	Nine Minimum Controls Report	60-70	\$8,100	\$300	\$8,400
Total			\$68,500	\$1,300	\$69,700

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Current Planning and Regulatory Assistance Proposals

Capacity Management Operations and Maintenance (CMOM) report (also referred to as an Operations & Maintenance Plan (O&M Plan))

Proposed Fee

The proposed fee to develop the CMOM Plan is summarized below:

Task	Description	Labor Hours	Labor Fee	Expenses	Total Fee
1	Progress Meetings, Workshops	45-55	\$7,900	\$500	\$8,400
2	Data Collection	25-35	\$3,300	\$250	\$3,550
3	Site visits to Pump Stations, CSO Interceptors and Outfalls, buffer line	35-45	\$5,000	\$500	\$5,500
4	Prepare Draft O&M Plan	110-120	\$14,000	\$100	\$14,100
5	Prepare Final O&M Plan	25-35	\$3,900	\$100	\$4,000
Total		240-290	\$34,100	\$1,450	\$35,550

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Capital Planning: Concerns & Action Plan

- Began with discussion of CWF plant age and overview of critical assets in each portion of the plant, with primary treatment areas dating to the 1960s and secondary treatment areas to the 1980s. Needs are substantial throughout the complex, with the primary treatment facilities most in need of substantial improvements. Concern that current capital plan is bare bones – doesn't address the bigger issue (age)
- It was all built for flow that included huge papermaking operations, which has major implications for the facility and its process. There are abundant important capital projects to address. Hydraulic study and engineering assessment is needed to plot the best path forward.
- Received update that DEP does not favor the lowest-cost alternative for the drying bed design, requiring more planning and design work. Discussion of how it might be value-engineered through its location, what work DPW can do internally. Affirmed that this project needs to happen and should be done ASAP.
- Discussion of consulting proposals to address critical regulatory requirements, update sewer regulations, create operations and maintenance plan for collection system.
- Need to make progress on short-term LTCP goals, we have submitted several grant requests to try to minimize local cost impacts.
- Need for HVAC/Ventilation improvements a priority for the board due to worker safety concerns. Consider temporary measures if necessary to improve that and provide heat in the wake of higher than expected wood boiler bids. Heat and ventilation seem like a single, larger projects. Should engineer for toxic environment.
- Pump stations are also a concern. Montague Center Pump Station noted as in the worst condition, saw some impacts during recent rain events. Four older stations need attention.

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Staffing & Administrative Infrastructure Requirements

Include Pump Stations as we Consider these Questions

- Collection System/CSO Expertise – Do We Need Help?
- Maintenance and Administrative Staffing Capacity
- Information Systems and Operational Plans
- Key Concerns, Action Plan

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Staffing/Administrative Infrastructure: Concerns & Action Plan

- CWF staff, lab manager position has been very beneficial. Work no longer spread across several people, less distraction for team and more focus and accountability.
- CWF sees need for a full time person focused on pump station maintenance. Current system includes 3x inspections/week, but allows time for only limited assessment and maintenance. Not sufficient.
- DPW collection system work is now being attended to with addition of lead collection system operator, but hard to assign a second staff person – as is frequently required – due to vacancies. Discussion of need for a dedicated second laborer in FY25. In the interim, need solutions to fill open truck/driver laborer and heavy equipment operator positions. Work with union to create an easier path to onboarding staff who lack CDLs
- Need for regulatory support and collection systems management expertise and consideration of how we can best acquire it. May just need consultant support as we get our program built.
- Administrative staff. Both departments otherwise feel they have the staff they need in place.

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Financial Capacity

- LTCP Financial Capacity Analysis
- Sewer Revenue Outlook/Rate Analysis
- Sewer Regulations Re Enterprise Funding
- “Competing” CWF/Collection System Funding Needs
- Key Concerns, Action Plan

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Financial Capacity: Rates and Revenue

Absent substantial revenue growth, which is unlikely, the above projects and related cost estimates will have a substantial impact on sewer user costs. They do not, however, include the costs necessary to perform a more comprehensive upgrade of the CWF, which is outside its design life and will need significant investments in the coming decade. This latter need cannot be discounted,



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Financial Capacity: Sewer Regs on System Funding

Sec. 3. Annual Sewer Use Charges. In addition to the one-time charges listed in Sections 1 and 2 of this Article, an annual fee shall be charged to every user of the municipal sewage works. The fee charged shall be established by the Sewer Commission and shall be such as to produce revenues commensurate with the estimated annual cost of operating and maintaining all wastewater collection and treatment works in Montague and, in addition, the estimated annual charge by the Town of Erving to the Town of Montague for treatment of Montague wastes in Millers Falls Village. Each user fee charged shall be calculated so as to reflect that user's fair share of the operating costs based on volume and strength of wastewater flows as determined by the Sewer Commission.

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Financial Capacity: Concerns & Action Plan

- Viewing the results of the financial capacity analysis, it is clear that the capital needs of the clean water facility, collection system, and pump stations cannot feasibly be paid for by the sewer users.
- Discussion of ongoing grant making, advocacy for federal/state support for improvements, but recognition that our situation is common so programs would have to be huge in scale.
- Discussion of how we can leverage retained earnings, capital stabilization and remaining ARPA authority to assist with these projects. Consideration of whether the General Fund should support capital costs, which is not explicitly prohibited by the existing sewer regulation.
- Suggested that we need a major bond issue for the sewer collection system and facility – the needs are broad and urgent.
- Discussion of sewer rates and concern that industrial rates are lower than residential rates, when costs to treat are generally higher. This reflects a rate strategy of a previous superintendent and should be corrected. Note that Steve and Chelsey are working on a rate study with the New England Environmental Finance Center, which may lead to more innovative rate plan proposal for FY25.
- Acknowledgment that with focus on collection system improvements, there is a feeling that the two elements of our wastewater system (collection and treatment) are competing for the same limited dollars. Will be up to staff to articulate the needs and for SB and CIC to weigh relative merits and urgency of each proposal. We need to think as a team, because it's one system and we share responsibility for it all.

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Synthesis and Action Planning

- Priorities and Action Plan
 - Immediate / FY24 / FY25-28 (Five Year Schedule)
 - Longer-Term (20 Year Schedule)

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Synthesis and Action Planning

- Immediate Priorities
 - Fund consulting projects focused on collection system O&M and regulatory compliance (Fall STM)
 - Design and construct grit drying pad (Fall STM if Ready)
 - CWF operations building ventilation/HVAC improvements (Fall STM if Ready)
 - Fill vacant DPW positions, work with union to create Truck Driver/Laborer in Training position (or similar) (Fall STM for MQA)
 - Consider plan to bring industrial sewer rates in line with residential. (Fall Sewer Commission Hearing)
 - Regulatory/Collections Consultant (Consider for Winter STM)
- FY25 priorities
 - Consider requests for pump station maintenance and collection system support position (may be a regular truck driver laborer position). Department heads are to bring proposal to Selectboard in October for discussion with FinCom in November-December, before personnel request hearings in January.
- Longer Term Priorities
 - Largely defined from Long Term Control Plan and Capital Project Discussion. No further consideration due to need to end meeting
- Adjourned at 5:20
 - Moved by Mr. Boutwell, Mr. Lord Seconds. Motion passes 3-0.

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Montague Permit Discharge Results Summary June 2023

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.59
BOD mg/L	30 mg/L (Average Monthly)	6.6
BOD % Removal	>/= 85.0% (Average Monthly)	97.1%
TSS mg/L	30 mg/L (Average Monthly)	6.4
TSS % Removal	>/= 85.0% (Average Monthly)	97.1%
pH Low	6.0 SU (Daily)	7.14
pH High	8.3 SU (Daily)	7.83
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	285.1
<i>E. coli</i> (Rolling)	126.0 MPN (Rolling Average)	41.5
Total Chlorine	1.0 mg/L (Daily Max)	0.89

MGD=Millions of Gallons per Day (standard water/wastewater flow measurement)

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

Montague Permit Discharge Results Summary July 2023

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	1.04
BOD mg/L	30 mg/L (Average Monthly)	11.0
BOD % Removal	>/= 85.0% (Average Monthly)	93.1%
TSS mg/L	30 mg/L (Average Monthly)	8.6
TSS % Removal	>/= 85.0% (Average Monthly)	96.4%
pH Low	6.0 SU (Daily)	7.01
pH High	8.3 SU (Daily)	8.07
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	182.9
<i>E. coli</i> (Rolling)	126.0 MPN (Rolling Average)	23.3
Total Chlorine	1.0 mg/L (Daily Max)	0.77

MGD=Millions of Gallons per Day (standard water/wastewater flow measurement)

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

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

AGREEMENT BY AND BETWEEN THE FRANKLIN COUNTY SOLID WASTE DISTRICT AND THE TOWN OF MONTAGUE

This agreement is executed this _____ day of March 2023 by and between the Franklin County Solid Waste Management District ("District") and Town of Montague.

WHEREAS, the District manages a regional sludge disposal contract for area municipalities, and,

WHEREAS, the Town of Montague will accept municipal wastewater treatment sludge at the Montague Clean Water Facility (CWF) from some or all of these municipal facilities,

THEREFORE, the District and Town of Montague agree to the following terms and conditions:

1. The Town of Montague CWF may select which District facilities meet its standards for sludge composition and percent solids.
2. The Town of Montague CWF will work directly with the District's contracted hauler, Wall Trucking, to arrange the volume and schedule of sludge delivered to the facility. All loads will be approved for delivery by an employee of the CWF.
3. All sludge delivered under this agreement shall be recorded by facility.
4. The Town of Montague CWF will charge the District a variable rate per wet ton depending on the percent solids content of each facility. The costs will be mutually agreed upon.
5. The Town of Montague CWF will invoice the District monthly. The District will pay the Town of Montague within 45 days of receipt of the CWF's invoice.
6. This agreement shall remain valid until June 30, 2023. This agreement may be terminated prior to June 30, 2023 if the CWF is no longer accepting sludge from outside facilities or for other reasons associated with the operation of the CWF.
7. Amendments may be made to this agreement by mutual consent and in writing.

In witness whereof, the Franklin County Solid Waste Management District and Town of Montague have respectively caused this agreement to be duly signed and executed as of the date and year first written above.

TOWN OF MONTAGUE

FCSWMD

Jan Ameen, Executive Director



Town of Montague

Clean Water Facility
34 Greenfield Road
Montague MA 01351-9522
wpcf.supt@montague-ma.gov

(413) 773-8865
FAX: (413) 774-6231

TO: Town Administrator, Selectboard, Tax Collector
FROM: Chelsey Little, Superintendent CWF
DATE: July 19, 2023

Sewer Rates FY 2023

Rates I through IV reflect a 11.54% increase.

I.	Gill, Industrial Customers	Current Rate:	\$15.68/1000 gallons
		Previous Rate:	\$14.06/1000 gallons
II.	T. Falls, Mont. Center, Mont. City, Lake Pleasant	Current Rate:	\$16.94/1000 gallons
		Previous Rate:	\$15.19/1000 gallons
III.	12-month Flat Rate	Current Rate:	\$937.44/FY
		Previous Rate:	\$840.45/FY
IV.	Millers Falls	Current Rate:	\$16.94/1000 gallons
		Previous Rate:	\$15.19/1000 gallons

Septage

In Town & Town of Gill: = \$95/1,000 gallons
Out of Town: = \$110/1,000 gallons

Trucked-in Sludge

=Price to be negotiated between Town&FCSWMD

Other

Interest Rate – 14% per Annum
Demand Charge - \$5.00
Minimum Bill - \$142.77/FY

Sewer Commission Approval

Richard Kuklewicz

Chris Boutwell

Matthew Lord

July 31, 2023
WP Project No. T117519

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

SUBJECT: Town of Montague NPDES Permit Compliance
Proposed Scope and Fee for Wastewater Collection System Capacity Management,
Operations and Maintenance (CMOM) Plan - DRAFT

Dear Steve,

A draft Town of Montague NPDES Permit was issued for public comment on March 30, 2023. The NPDES Permit, expected to be issued in September 2023, has requirements related to the development of a Wastewater Collection System Capacity Management Operations and Maintenance (CMOM) report (also referred to as an Operations & Maintenance Plan (O&M Plan) along with a compliance schedule for completion. The Town of Montague also received a Notice of Non-Compliance (NON) on May 25, 2023 stating the Town did not provide the required information in the previous CMOM and CSO reports submitted to the United States Environmental Protection Agency (USEPA).

Wright-Pierce has reviewed both the Draft NPDES Permit and the NON and has developed a scope and fee for technical services for the development of a CMOM Report / O&M Plan.

Proposed Scope of Services

Wright-Pierce will develop a CMOM Report / O&M Plan based on recent information provided by the Town.

The CMOM Report / O&M Plan will include all elements listed below:

- CMOM templates / forms for inspections in the collection system (CSO structures, CSO outfalls, buffer line, manhole inspections, pipeline inspections, pump stations).
- Template / forms for annual updates to the NMCs.
- Templates / forms for annual reports required by EPA and MassDEP (Collection System O&M Annual Report, Collection System O&M Corrective Action Plan, and I/I Control Plan).
- A list of facilities and structures that are critical to the performance of the combined sewer system, including all regulators, tide gates, pumping stations, and sections of the sewer lines which are prone to sedimentation or obstruction.
- Inspection plan which identifies the locations, frequencies, procedures, documentation, and reporting or periodic and emergency inspections and maintenance.

- Written Standard Operating Procedures (SOP) for the maximum use of the collection system for storage to include usage of the Avenue A buffer line, its routine usage, and dates of usage.
- A jetting program for the removal of obstructions to flow and documentation for tracking accumulation of debris with a summary of the locations, number of times, and total quantity of the debris.
- Written SOP to maximize flow to and through the wastewater treatment plant limited spill from CSO satellite facilities and CSO outfalls.
- An updated High Flow SOP plan
- Written SOP for the prohibition of CSO discharges during dry weather (DWO) along with documentation that flow monitoring and inspections can detect and correct dry weather overflows in a timely manner.
- Written SOP for the control of solid and floatable material in any CSO Discharges / Pump Station by-passes and documentation showing low cost control measures have been implemented which reduce solid and floatables discharged from CSOs to the maximum extent practicable.
- Documentation on implementation of pollution prevention programs such as erosion control measures, street cleaning, and catch basin cleaning.
- Documentation of existing equipment being utilized for sewer inspections.
- Precipitation recording equipment and recommendations of any additional installations of equipment in the sewer system.
- Recommendations and budgetary cost estimates on equipment updates required for performing sewer inspections (if any).
- Development of a prioritization for sewer pipe cleaning and inspections utilizing GIS and NASSCO's PACP based risk management guidelines for establishing critical assets in order.
- Development of timeline and estimated budgetary costs for CCTV prioritization.

The collections O&M plan will include all elements listed in Part I.C.2.e(3) of the draft NPDES permit and are summarized below:

- Preventive maintenance and monitoring program for the collection system
- Description of sufficient staffing necessary to properly operate and maintain the wastewater collection system and how the operation and maintenance program is staffed.
- Description of funding, the source(s) of funding and provisions for funding sufficient for implementing the plan.
- Identification of known and suspected overflows and back-ups, including manholes.
- Description of the cause of the identified overflows and back-ups, corrective actions taken, and a plan for addressing the overflows and backups consistent with the requirement of the permit.
- Description of the program for preventing I/I related effluent violations and all unauthorized discharges of wastewater, including overflows and by-passes and the ongoing program to identify and remove sources of I/I.
- An inflow identification and control program that focuses on the disconnection and redirection of illegal sump pumps and roof down spouts.
- Educational public outreach program for all aspects of I/I control, particularly private inflow.

- Overflow Emergency Response Plan (OERP) to protect public health from overflows and unanticipated bypasses or upsets that exceed any effluent limitation in the permit.

As part of this assignment, Wright-Pierce will complete the following specific tasks:

Task 1 - Progress Meetings, Workshops

Task 1 will include the following scope:

1. Participate in two project meetings with Town staff including a kickoff meeting and a meeting to review the draft CMOM Report / O&M Plan.
2. Participate in up to two half-day workshops with RCAP Solutions and Town of Montague. Prior to the first workshop, Wright-Pierce will review the most up to date CMOM Self-Assessment Checklist completed by the Town of Montague.
3. Participate in up to two meetings with MassDEP and / or EPA as it pertains to the development of a CMOM Report / Collections System O&M Plan.

Task 2 - Data Collection

Task 2 will include the following scope:

1. Work with Town of Montague DPW and Clean Water Facility staff as well as RCAP Solutions to collect data and information needed to complete CMOM Report / O&M Plan.
2. Using current GIS database, provide updated inventory and characterization of pipes to include LF of pipes, pipe materials, sizes, depths, locations etc.

Task 3 - Site Visits

Task 2 will include the following scope:

1. Conduct a site visit at the five pump stations to collect condition information.
2. Conduct a site visit at all CSO interceptors and outfalls as well as the collection system buffer line to collection condition information.

Task 4 - Draft CMOM Report / O&M Plan

Task 4 will include the preparation of a draft CMOM Report / O&M Plan for review by the Town of Montague.

Task 5 - Final CMOM Report / O&M Plan

Task 5 will include the preparation of a final CMOM Report / O&M Plan for review by the Town of Montague and / or regulatory agencies integrating comments received within 30 business days.

Exclusions / Inclusions and Assumptions

This scope of work does not include the following:

1. Engineering services for collection system mapping.
2. Engineering services for drafting the WWTF and Collections System Major Storm and Flood Events Plans required in the new NPDES permit.

The Town will provide data, drawings, records, and previous applicable reports necessary to complete the CMOM Plan.

Proposed Fee

The proposed fee to develop the CMOM Plan is summarized below:

Task	Description	Labor Hours	Labor Fee	Expenses	Total Fee
1	Progress Meetings, Workshops	45-55	\$7,900	\$500	\$8,400
2	Data Collection	25-35	\$3,300	\$250	\$3,550
3	Site visits to Pump Stations, CSO Interceptors and Outfalls, buffer line	35-45	\$5,000	\$500	\$5,500
4	Prepare Draft O&M Plan	110-120	\$14,000	\$100	\$14,100
5	Prepare Final O&M Plan	25-35	\$3,900	\$100	\$4,000
Total		240-290	\$34,100	\$1,450	\$35,550

We propose our fee on a time-and-material (T&M) basis, executed as a task order on the current On-Call Agreement executed in August 2022, with a not to exceed amount of \$35,550.00. We would be happy to discuss our proposed scope and fee and make adjustments as necessary, to meet any specific needs you have for this project.

Proposed Schedule

We are available to commence work immediately upon notice-to-proceed. We estimate the total duration of this project to be nine months. In four months, we can provide an interim CMOM Plan, and in nine months, the final CMOM Plan completed.

We appreciate the opportunity to assist you in completing this NPDES permit-required task that will also help meet the requirements of your recent May 2023 Notice of Non-Compliance. We are available to meet with you virtually or in person to discuss this proposal at your convenience.

Sincerely,
WRIGHT-PIERCE

Chris N. Pierce, PE
Vice President
chris.pierce@wright-pierce.com


Lisa M. Muscanell-DePaola, PE
Project Manager
lisa.muscanell@wright-pierce.com

July 31, 2023
WP Project No. T117519

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

SUBJECT: Town of Montague
Notice of Noncompliance Assistance and Miscellaneous Tasks - DRAFT

Dear Steve,

The Town of Montague received a Notice of Noncompliance (NON) on May 25, 2023. Wright-Pierce has reviewed the NON and has developed an outline of the scope and fee for additional engineering services to aid the Town to come to compliance with the NON, NPDES, and other Massachusetts DEP regulations. These tasks are items that cannot be addressed in the proposed development of the Collections System Operations and Maintenance Manual.

Proposed Scope of Services

Wright-Pierce will provide the following scope of services:

Task 1 - Summary on CSO Performance

Task 1 will include the following scope:

1. Compare the precipitation observed for the 2022 (or 2023) calendar year versus the 1976 model year (baseline monitoring).
2. Assess of the impact of CSO discharges and activations of the model year versus 2022 (or 2023).
3. Compare the flow observations with the sewer system model through ADS flow meters, precipitation events as they relate to the CSO discharges, and predicted discharges from the sewer system model.
4. Attend up to two meetings with the Town of Montague staff, ADS, and / or regulatory agencies.
5. A \$7,500 hydraulic modeling allowance is included; it is assumed that the 2022 hydraulic model developed by Wright-Pierce will be used, and no additional modeling development is required.
6. Develop a draft and final technical memorandum integrating any verbal or written comments.

If 2023 data will be used, this task would be completed by July 31, 2024. If 2022 data will be used, this task would be completed six months from written authorization. It is assumed that the Town of Montague will provide access to the ADS flow metering data, online platforms etc. to retrieve all necessary information to execute this task.

Task 2 - 2023 CSO Monitoring Report

Task 2 will include the following scope:

1. Summarize the activities and volumes of the 2023 CSO outfalls.
2. Assess the status and progress of applicable CSO abatement work.
3. Analysis of precipitation information.
4. Evaluate the CSO outfall volumes, duration of discharges, and discharge events.
5. Draft the CSO Monitoring Report.
6. Finalize the CSO Monitoring Report within 10 business days of receiving comments from the Town of Montague.

It is assumed that the Town of Montague will provide access to the ADS flow metering data, online platforms etc. to retrieve all necessary information to execute this task. The 2023 CSO Monitoring Report would be provided to the Town of Montague prior to the regulatory deadline to allow for review, editing, and submittal by the Town to the regulatory agencies.

Tasks 3 & 4 - 2023 Annual Collection System O&M Report & I/I Control Plan Annual Report

Tasks 3 & 4 will include the following scope:

1. Create a map tagging inspection, maintenance and corrective actions taken throughout the year.
2. Generate a map identifying areas of investigation in the coming year.
3. Calculation of the annual average I/I and the maximum month I/I for 2023.
4. Analysis of average annual flows and if exceeding 80% of the facility's design flow report on plan for potential increases and review of I/I.
5. Attend up to two meetings with the Town of Montague staff and / or regulatory agencies.
6. Draft of a report summarizing unauthorized discharges, any corrective actions taken, and inspection/maintenance activities throughout the year.
7. Include in the report any expenditures taken for the collection system maintenance or corrective action.
8. Finalize the report within 10 business days of receiving comments from the Town of Montague.

It is assumed that the Town of Montague will provide data tracking and other information required to complete the report. The 2023 Annual Collection System O&M and I/I Control Plan Report would be provided to the Town of Montague prior to the regulatory deadline to allow for review, editing, and submittal by the Town to the regulatory agencies.

Task 5 - 2023 Collection System O&M Corrective Action

Task 5 will include the following scope:

1. Review of previous Collection System O&M Corrective Action reports submitted since 2020.
2. Identify potential and reiterate historical concerns within the existing collection system.

3. Provide recommendations on improvement of the system.
4. Provide status on corrective actions made to the operation and maintenance of the sewer system since the previous Collection System O&M Corrective Action report(s).
5. Attend up to two meetings with the Town of Montague staff and / or regulatory agencies.
6. Draft a Collection System O&M Corrective Action report that evaluates each concern and lists recommendations.
7. Finalize the report within 10 business days of receiving comments from the Town of Montague.

It is assumed that the Town of Montague will provide data tracking and other information required to complete the report. The 2023 Collection System O&M Corrective Action report would be provided to the Town of Montague prior to the regulatory deadline to allow for review, editing, and submittal by the Town to the regulatory agencies.

Task 6 - Update of Sewer Use Ordinance (SUO)

Task 6 will include the following scope:

1. Review and offer suggested modifications to the Town's existing Sewer User Ordinance to ensure that sufficient language is included to enforce regulations on industrial pretreatment requirements and illicit connections. Suggested modifications would also include enforcement language to address any noncompliance.
2. Include a program in the SUO to address impacts from new sewer connections and extensions to its sewer system that is consistent with the Massachusetts DEP regulations.
3. Attend up to two meetings with the Town of Montague staff, Sewer Commission etc.

Task 7 - 2023 Nine Minimum Controls (NMCs) Report

Task 7 will include the following scope:

1. Review and reporting of the status and progress of CSO abatement work in the previous calendar year.
2. Draft annual (2023) Nine Minimum Controls Report summarizing activities during the previous calendar year relating to the NMCs and integrating applicable 2023 reports as well as other documents, SOPs, and plans from the Town of Montague staff as pertinent appendices (i.e., catch basin cleaning program).
3. Update the progress and status on the NMCs since the CSO Long-Term Control Plan Update dated June 30, 2023.
4. Attend up to one meeting with the Town of Montague staff.
5. Finalize the NMCs Report within 10 business days of receiving comments from the Town of Montague.

It is assumed that the Town of Montague will provide data tracking and other information required to complete the report. The 2023 NMCs report would be provided to the Town of Montague prior to the regulatory deadline to allow for review, editing, and submittal by the Town to the regulatory agencies.

Proposed Fee

The proposed fee for the proposed tasks is listed below:

Task	Description	Labor Hours	Labor Fee	Expenses	Total Fee
1	CSO Performance	150-160	\$19,600	\$300	\$19,900
2	CSO Monitoring Report	70-80	\$9,600	\$0	\$9,600
3	Annual Collection System O&M Report / I/I Control Plan Annual Report	110-120	\$14,300	\$300	\$14,600
5	2023 Collective System O&M Corrective Action	70-80	\$9,800	\$0	\$9,800
6	Sewer Use Ordinance	50-60	\$7,100	\$300	\$7,400
7	Nine Minimum Controls Report	60-70	\$8,100	\$300	\$8,400
Total			\$68,500	\$1,200	\$69,700

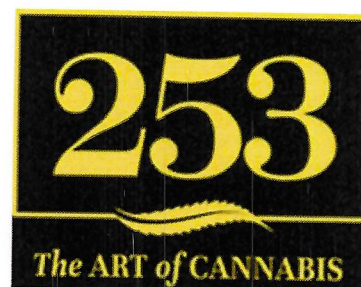
We propose our fee on a time-and-material (T&M) basis executed, as a task order on the current On-Call Agreement executed in August 2022, with a not to exceed cost of \$69,700. We would be happy to discuss our proposed scope and fee and adjust as necessary, to meet any specific needs you have.

Sincerely,
WRIGHT-PIERCE

Chris N. Pierce, PE
Vice President
chris.pierce@wright-pierce.com



Lisa M. Muscanell-DePaola, PE
Project Manager
lisa.muscanell@wright-pierce.com



July 30, 2023

To Select Board Members,

253 Organic respectfully requests the Select Board to add medical cannabis to our host agreement, allowing 253 to apply for a medical cannabis license from the CCC.

In order to continue as a strong and viable business, 253 is seeking to further distinguish ourselves as the premium option for cannabis in Franklin County. Under the current regulations, only vertically integrated cannabis companies may apply for a medical cannabis license. Thus, 253 is one of a few vertically integrated facilities in Franklin County with the ability to apply for a medical cannabis license. Currently, there is only one open medical retail cannabis store (MTC) in Franklin County. Therefore, 253 strongly believes that a medical cannabis license will provide an opportunity for 253 to attract additional customers to Turners Falls and 253.

The Massachusetts cannabis industry continues to experience significant price compression and product saturation with no relief in sight. Over the next few months, 253 will experience increased competition, with multiple retail stores opening up around us in Franklin County. Maintaining (even growing) market share is vitally important to survivability, as this industry shakes out. Therefore, 253 is looking to exercise all our available strengths so we continue to be Franklin County's dispensary of choice.

Thank you for opportunity to operate a cannabis facility in the Town of Montague. We hope and trust the Town understands the difficulties cannabis companies are facing in the current Massachusetts market and is open to 253 Farmacy serving medical cannabis so that 253 may remain competitive and a place of choice for all cannabis customers.

Seth

A handwritten signature in black ink, appearing to read "Seth Rutherford". The signature is written in a cursive, flowing style with a horizontal line extending from the end of the name.

seth Rutherford

Memorandum of Agreement

August 7, 2023

NOW COMES the Town of Montague ("Town"), acting by and through its Selectboard, and the National Association of Government Employees, Local R1-325 ("Union"), and hereby enter into this Agreement for good and valuable consideration.

WHEREAS, the Town and the Union are parties to a collective bargaining agreement ("CBA") covering a bargaining unit comprised of employees within the Town Hall and otherwise throughout its Several Departments for the period of July 1, 2022 to June 30, 2025; and

WHEREAS, the Town has bargained in good faith with the Union to establish the position of Administrative Assistant in the Town Clerk's Office at position Grade B in accordance with similar positions on the Jobs and Classifications Schedule, as it appears in Appendix B of the parties' CBA; and

WHEREAS, the Town has bargained in good faith with the Union to further incentivize NAGE employees interested in pursuing promotions within the Town of Montague; and

WHEREAS, Section C of Article 19 (Compensation and Wages) of the parties' CBA pertains to the award of step increases to members of the bargaining unit and members' wages following his/her promotion to a higher grade; and

WHEREAS, the parties wish to amend Section C of Article 19 and Appendix B to reflect their agreement to increase the minimum raise granted to a Union member who is promoted to a position on a higher pay scale (grade) from its present level, and to incorporate the Town Clerk's Office Administrative Assistant into the list of Jobs and Classifications Schedule.

NOW, THEREFORE, the parties agree to amend the CBA as follows:

1. **Article 19 (Compensation and Wages)**

Amend Section C to read as follows:

"When unit members are promoted/assigned to a new position that results in a move to another pay scale (grade) in the labor agreement, the unit member will be placed on the step on the new grade that allows for a \$1.50 per hour increase (or yearly equivalence if not an hourly position) Should the salary schedule for the person being promoted not include an option that meets the minimum \$1.50 per hour increase, they will be appointed to the highest available step on that scale."

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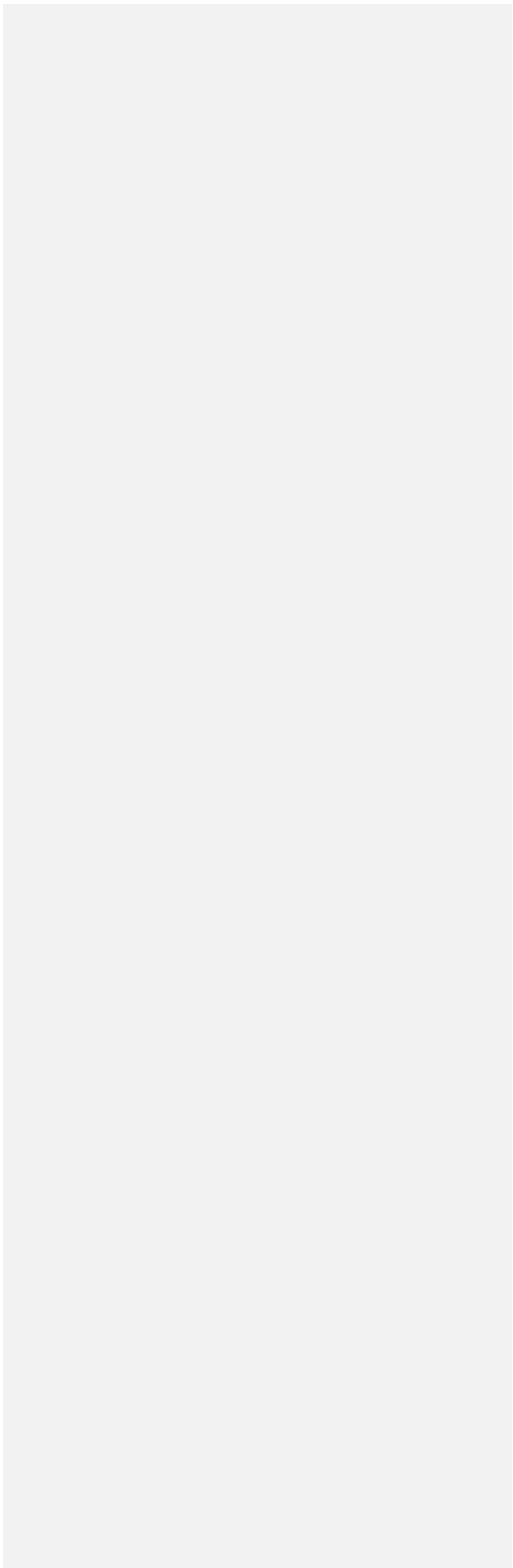
For the purpose of this MOA, this consideration will apply to any Town employee who is promoted to a higher grade level on or after July 1, 2022.

2. **Appendix "B" (Jobs and Classifications)**

Amend to reflect the addition of the position of Administrative Assistant at Grade B within the Town Clerk's Office. The Position Description attached to this MOA, adopted by the Montague Selectboard on July 10, 2023, is acceptable to the Union and the Town.

For the Town, Montague Selectboard

For the NAGE, Local R1-325





EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
JOHN W. McCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard
Boston, MA 02125-3393
P: 617.287.4824
F: 617.287.5566
mccormack.umb.edu/centers/cpm
collins.center@umb.edu

PROFESSIONAL SERVICE AGREEMENT
Town of Montague, MA
Classification and Compensation Review

This Professional Service Agreement (“Agreement”) is made as of this ____ day July, 2023 (“Effective Date”) between the Town of Montague (“Town”), and the University of Massachusetts (“UMass Boston”), represented by its Edward J. Collins, Jr. Center for Public Management (“Center”), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 (“the Parties”).

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A, which is attached hereto and incorporated herein by reference (“Services”). Trained personnel or sub-consultants of the Center shall render the Professional Services.
2. Term. The Center will use reasonable efforts to provide the Professional Services during the period from the date of this Agreement until June 30, 2024. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.
3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. Notwithstanding the foregoing, the Center as part of the University of Massachusetts, is subject to the provisions of the Massachusetts Public Records Law.
4. Payments. The Town agrees to pay to UMass Boston an all-inclusive fee of \$35,000 for these services. This cost shall include all Center staff time and overhead. The Center will invoice the Town according to the following schedule:

\$20,000 upon the distribution of the position questionnaires
\$15,000 upon submission of the final report

The Town agrees to make payments upon receipt of invoices. The Center reserves the right to discontinue work if the Town fails to pay invoices within thirty (30) days of receipt. Payments shall be made to “University of Massachusetts Boston” and shall be sent to:

Edward J. Collins Jr. Center for Public Management
University of Massachusetts Boston
100 Morrissey Blvd.
Boston, MA 02125-3393
Attn: Robert O’Keefe

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.

6. Limitation of Liability. In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or

arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.

7. Use of Names. The Town agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town.

8. Termination. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other. If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice. Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended, to the extent permissible.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Town

BY: _____
NAME: Stephen Ellis
TITLE: Montague Town Administrator

UMass Boston

BY: _____
Michael Ward, Director

BY: _____
Shala Bonyun, Associate Director of ORSP

Exhibit A: Scope of Services

TASK 1: INITIAL PROJECT MEETING

The Center will meet with the Town Administrator to clarify the scope of the project and the approach, and particularly to plan the scheduling of the review.

TASK 2 UPDATE POSITION DESCRIPTIONS

The Center will create and/or update comprehensive draft position descriptions. The descriptions will reflect the skill level and the essential functions of each position without listing every conceivable duty and will take into consideration statutory requirements. The following is the procedure to be followed:

1. An orientation session will be held to explain the process and explain the questionnaire to be completed by all incumbent staff and reviewed by supervisors. (May be virtual)
2. Incumbents of study positions will be given a position questionnaire to complete. Current job descriptions, if they exist, will be reviewed and incorporated as appropriate. Employees will submit the questionnaires to department heads for comment prior to submittal to the Town Administrator.
3. Individual interviews will be conducted to review completed questionnaires to verify and clarify information contained within the questionnaires. Employees holding the same position in the same department may be interviewed together. If new information is obtained in the interview, supervisors may be asked for comment. (May be virtual)
4. The Center will meet with key department heads to discuss structure and organizational issues as part of the review of the classification of positions.
5. Draft/updated position descriptions will be drafted and submitted to the Town Administrator for distribution to incumbents and supervisors for review and comments.
6. Comments will be received and, where found to be appropriate, may be incorporated into the position descriptions.

Position descriptions will be finalized and submitted to the Town Administrator for final review. The Center will coordinate with the Town Administrator to keep the Select Board and the Personnel Board informed of progress and ensure input throughout the project.

TASK 3 CLASSIFICATION OF POSITIONS

The Center will classify each of the positions using a point factor analysis system applied to the job descriptions produced in Task 2. The factors include supervisory responsibilities, complexity, judgement, physical requirements, and work environment. The Center will review the initial findings with the Town Administrator.

TASK 4 MARKET SALARY SURVEY INCLUDING SELECTED BENEFIT INFORMATION

A market salary survey will be conducted of municipalities in the market region. The survey will request hourly rates and number of hours worked per week so an equitable analysis can be conducted. The Center will finalize with the Town which municipalities will be used for comparison for the market survey prior to commencement of the survey for approval. Responses to surveys are often the most challenging part of a study. Assistance from the client may be needed with this task and the client acknowledges this expectation.

In addition to base salary data, the Center will request information regarding health insurance rates, sick leave, vacation leave, and longevity pay. These data will be presented in a format that will enable the Town to better evaluate the nuances of total employee compensation across the survey municipalities.

TASK 5 CREATION OF SALARY SCHEDULE

The Center will review the existing classification of positions and will develop a salary schedule using grades and ranges, or a similar instrument, which will coincide with the classification of positions and the market salary survey. The Center will review the proposed salary schedule with the Town Administrator.

TASK 6 CREATION OF CLASSIFICATION AND COMPENSATION PLAN

Based on the results of the creation of position descriptions and rating, along with the results of the market survey, the Center will develop a recommended classification and compensation plan.

TASK 7 IMPLEMENTATION ANALYSIS

The Center will use the recommended classification and compensation plan to develop a suggested implementation plan. The Center will meet with the Town designated team to discuss possible approaches to implementation and to identify policy decisions that the Town may wish to consider. While the Center will be available for an informational meeting with employee groups for explanation of finding and recommendations, the Center will not engage in debate or bargaining on issues.

TASK 8 SUBMITTAL OF DRAFT REPORT

The Center will prepare a draft report to be submitted to the Town for review which will include the methodology used and the findings and recommendations related to classification and compensation. Positions descriptions will be provided under separate cover in electronic form. Comments on the draft report will be received, and edits will be made where appropriate.

TASK 9 SUBMITTAL OF FINAL REPORT

The Center will submit the Final Report which will include an introduction, explanation of methodology, positions descriptions, rating manual, and recommendations. The Center will present the Final Report to the appropriate elected or appointed body, if requested.

PROJECT SCHEDULE AND COMMENCEMENT OF WORK

The Center will schedule the initial meeting within one week of the execution of the contract to begin development of a project implementation plan. It is anticipated that the project will require several months to complete but a detailed schedule is not yet available. The Table below represents a tentative timeline.

August	Kick off meeting and gathering of foundation information including salary and benefit data and position descriptions
September	Orientation Meeting; Distribution and collection of position questionnaires
October	Interviews with employees Distribution of Market Salary Survey, including additional benefit data
October/November	Draft position descriptions distributed for review and comment
November/December	Position Descriptions finalized
December	Survey Analysis
December/January	Draft Report
January/February	Final Report and Deliverables

MEETINGS

The Center will meet with employees and management as necessary, which may be via Zoom or in person as necessary. Key meetings will be the initial meeting with the Town Administration, orientation session, and interviews with incumbents of positions and selected department heads. Additional meetings with Town Administration will be to review the classification of positions, the survey and the draft report. A final presentation will be made to the appropriate body.

FEE

The all-inclusive fee for the project is \$35,000. Invoices will be submitted at the following:

\$20,000 upon the distribution of the position questionnaires

\$15,000 upon submission of the final report

Appendix of Montague Job Positions (53)

UEW (DPW and Clean Water Facility)

<u>Job Title</u>	<u>Grade</u>
Custodian	A
Truck Driver/Laborer	C
Laborer	B
Building Maintenance Worker	C
Grounds Maintenance Worker	C
Grounds Maintenance Lead	D
Heavy Equipment Operator	D
DPW Lead Operator	E
CWF Laborer	B
CWF Wastewater Tech.	D
CWF Lead Operator	E
CWF Lead Mechanic	E
DPW Lead Collection Systems Operator	E

Note that certain DPW and CWF positions are in the NAGE union

Police (Sergeants and Patrol/Detective Unions)

Job Title/Grade

Staff Sergeant

Sergeant

Detective

Patrolman

Exempt

Job Title

Grade

TOWN ADMINISTRATOR

J

CHIEF OF POLICE

I

ASSISTANT TOWN ADM

I

DPW SUPERINTENDENT

H

CWF SUPERINTENDENT

H

DIRECTOR OF HEALTH

G

LIBRARY DIRECTOR

G

TOWN ACCOUNTANT

G

TREASURER/COLLECTOR

G

TOWN CLERK

G

AIRPORT MANAGER

E

AIRPORT OPERATIONS MANAGER

D

HOURLY

POLICE LIEUTENANT

G+8.5%

EXECUTIVE ASSISTANT

E

POLICE CUSTODIAN

A

NAGE Positions (Some Dept Heads, Clerks, Dispatchers, Foremen)

<u>Job Title</u>	<u>Grade</u>	<u>Hourly/Salary</u>	<u>FLSA Exempt</u>
Library Assistant	A	H	No
Administrative Assistant	B	H	No
Assessors	B	H	No
Building Department	B	H	No
Board of Health	B	H	No
Planning & Conservation	B	H	No
Parks & Recreation	B	H	No
Selectboard	B	H	No
Assessing Technician	B	H	No
Financial Assistant	B	H	No
Dispatcher in Training	B	H	No
Dispatcher	D	H	No
Animal Control Officer	B	H	No
Library Technician	B	H	No
Children's Library Assistant	B	H	No
Assistant Town Clerk	D	H	No
Assistant Treasurer	D	H	No
Assistant Planner	D	H	No
WPCF Lab Mgr	D	H	No
DPW Shop Foreman	E	H	No
DPW Office Manager	E	H	No
Health Agent/Sanitarian	E	H	No
Children's Librarian	E	H	No
Dispatch Manager/Office Manager	E	H	No
DPW Working Foreman	F	H	No
CWF Foreman	F	H	No
Director of Council on Aging	F	S	Yes
Director of Parks & Recreation	G	S	Yes
Director of Assessing	G	S	Yes
Building Inspector	G	S	Yes
Planner/Conservation Agent	G	S	Yes

Unit A includes all positions except those in Unit B.

Unit B includes the positions of Director of Council on Aging, Director of Parks and Recreation, Director of Assessing, Building Inspector, and Planner/Conservation Agent.

Name: Obear, Robert

MONTAGUE APPOINTED OFFICIAL

NAME: Robert Obear

DATE: 8/7/2023

COMMITTEE: Zoning Board of Appeals

TERM: 1 Year, to fill Allen Ripingill's position

TERM EXPIRATION: 6/30/2024

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 08/08/23

Robert Obear personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Zoning Board of Appeals according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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

FOR INTERNAL USE ONLY

Name: Obear, Robert

MONTAGUE APPOINTED OFFICIAL

NAME: Robert Obear

DATE: 8/7/2023

COMMITTEE: Zoning Board of Appeals

TERM: 1 Year, to fill Allen Ripingill's position

TERM STARTS: 08/08/23

TERM EXPIRATION: 6/30/24

EMAIL: _____

PHONE: HOME: _____ **CELL:** _____

HOME ADDRESS: _____

MAILING ADDRESS: _____
(if different)



**TOWN OF
MONTAGUE
MASSACHUSETTS**

PLANNING & CONSERVATION DEPARTMENT
One Avenue A · Turners Falls, MA 01376
(413) 863-3200 ext. 112
Planner@montague-ma.gov

MEMORANDUM

TO: Selectboard
Steve Ellis, Town Administrator
Walter Ramsey, Assistant Town Administrator
FROM: Maureen Pollock, Town Planner
RE: Planning Board Zoning Map Amendment Petition
DATE: August 7, 2023

At its July 25, 2023 meeting, the Montague Planning Board unanimously voted (4-0) to initiate a petition to re-district two parcels of land along Turnpike Road, including Parcel #21-0-152 and Parcel #21-0-004 from Neighborhood Business (NB) Zoning District to General Business (GB) Zoning District.

The rationale for this zoning map amendment is to allow a permit pathway for a potential manufacturing use or multi-family residential use (3 units or more) to occur on Parcel #21-0-152.

The existing zoning district for this parcel is Neighborhood Business (NB) Zoning District, which prohibits “manufacturing, processing, or research”, “multiple family dwellings [3 units or more]”, and “mixed-use buildings” to occur.

It is well documented that there is a lack of available land for manufacturing uses in the Town of Montague, as well as, Franklin County. Additionally, there is a documented need to provide more housing in the Town of Montague, Franklin County, and beyond.

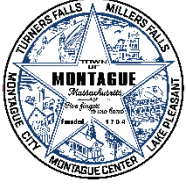
This zoning map amendment would unlock ±15.6 acres of land area that could potentially fit up to a 100,000ft² of floor area manufacturing building, as well as, meet the parking space requirement, and on-site stormwater infrastructure. The parcel could potentially fit 50 dwelling units or more.

Adjoining uses to these parcels include:

- East - Police Station, Turners Falls Fire District Station, and DPW facility;
- North – Springdale Cemetery, Villa Park Apartments -56 units), single family homes
- South – St Mary’s Cemetery
- West - powerline, Jude Wire manufacturing, Dewars landscaping yard, FRTA vehicle maintenance facility, large scale solar, Franklin County Sheriff’s Office Regional Dog Shelter, and recycling center and transfer station.

These adjoining uses are complimentary to a potential manufacturing use or multi-family use to occur at Parcel ##21-0-152. Turnpike Road is a heavily trafficked road and is connected to Town sewer and water infrastructure.

There is no intention to propose any use on Parcel #21-0-004. The Planning Department felt that it would nice to connect the existing General Business Zoning District located on the north side of Turnpike Road to the parcels proposed for the zoning map change.



**TOWN OF
MONTAGUE
MASSACHUSETTS**

PLANNING & CONSERVATION DEPARTMENT

One Avenue A · Turners Falls, MA 01376

(413) 863-3200 ext. 112

Planner@montague-ma.gov

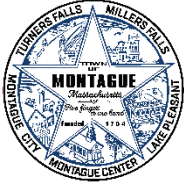
The Planning Board hereby requests that the Selectboard accept this zoning map amendment petition and refer it back to the Planning Board for consideration at a public hearing.

The following pages include the following information:

- dimensional regulations and use classification for the existing zoning district and the proposed zoning district.
- Existing Zoning Map showing the existing uses located on the surrounding parcels;

Sincerely,

Maureen Pollock
Town Planner



**TOWN OF
MONTAGUE
MASSACHUSETTS**

PLANNING & CONSERVATION DEPARTMENT
One Avenue A · Turners Falls, MA 01376
(413) 863-3200 ext. 112
Planner@montague-ma.gov

Existing Zoning District – Neighborhood Business (NB) Zoning District:

Dimensional requirements:

- Minimum lot size: 10,000ft² or 4.3 acre
- Minimum lot frontage: 75 feet
- Minimum front yard and street line setback: 15 feet
- Minimum side yard setback: 10 feet
- Minimum rear yard setback: 30 feet
- Maximum building height: 28 feet

Permitted Uses:

- Single and two-family dwellings
- Retail sales and services less than 1,000 gross square feet of floor area and without an accessory drive-through component
- Business, professional, or medical office less than 1,000 gross square feet of floor area

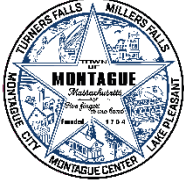
Uses allowed by Special Permit from the Board of Appeals:

- Non-residential uses in § 5.2.5(a) exceeding 1,000 square feet of floor area and without an accessory drive-through component
- Multi-family dwellings
- Lodging houses
- Hotels
- Non-profit clubs or lodges
- Parking lots or parking garages, as a principal use
- Craft workshop or light assembly shop
- Farming and forestry on less than 5 acres of land
- Public utilities
- Other non-industrial uses if similar to § 5.2.5(b) in externally observable attributes and compatibility with residential environs.

Proposed Zoning District – General Business (GB) Zoning District:

Dimensional requirements:

- Minimum lot size: no minimum lot size
- Minimum lot frontage: no minimum lot frontage
- Minimum front yard and street line setback: 25 feet
- Minimum side yard setback: 0, if there is access to rear of lot over a drive at least 12 in width OR 30 where a new commercial use abuts an existing residential use
- Minimum rear yard setback: 30 feet
- Maximum building height: 36 feet



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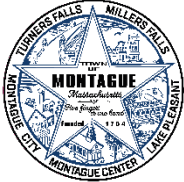
Planner@montague-ma.gov

Permitted Uses:

- Business, professional, or medical offices, up to 5,000 square feet of floor area
- Retail sales and services that involve up to 5,000 square feet of floor area
- Social clubs or lodges
- Farming and forestry on land less than 5 acres, with a retail component

Uses allowed by Special Permit from the Planning Board:

- Single and two-family dwellings
- Multi-family dwellings, including mixed use
- Hotels
- Retail sales and services that involve construction or alteration of over 5,000 square feet of floor area or that includes an accessory drive-through component
- Business, professional, or medical offices that involve construction or alteration of over 5,000 square feet of floor area.
- Lodging houses
- Open recreational enterprises
- Public utilities
- Self-service storage facilities, per §8.7
- Marijuana retailer, medical marijuana treatment center, cultivation, production, research or testing, per §8.10
- Craft workshops or light assembly shops
- Manufacturing, processing, or research
- Other non-industrial uses if similar to §5.2.7 (a) in externally observable attributes



TOWN OF
MONTAGUE
MASSACHUSETTS

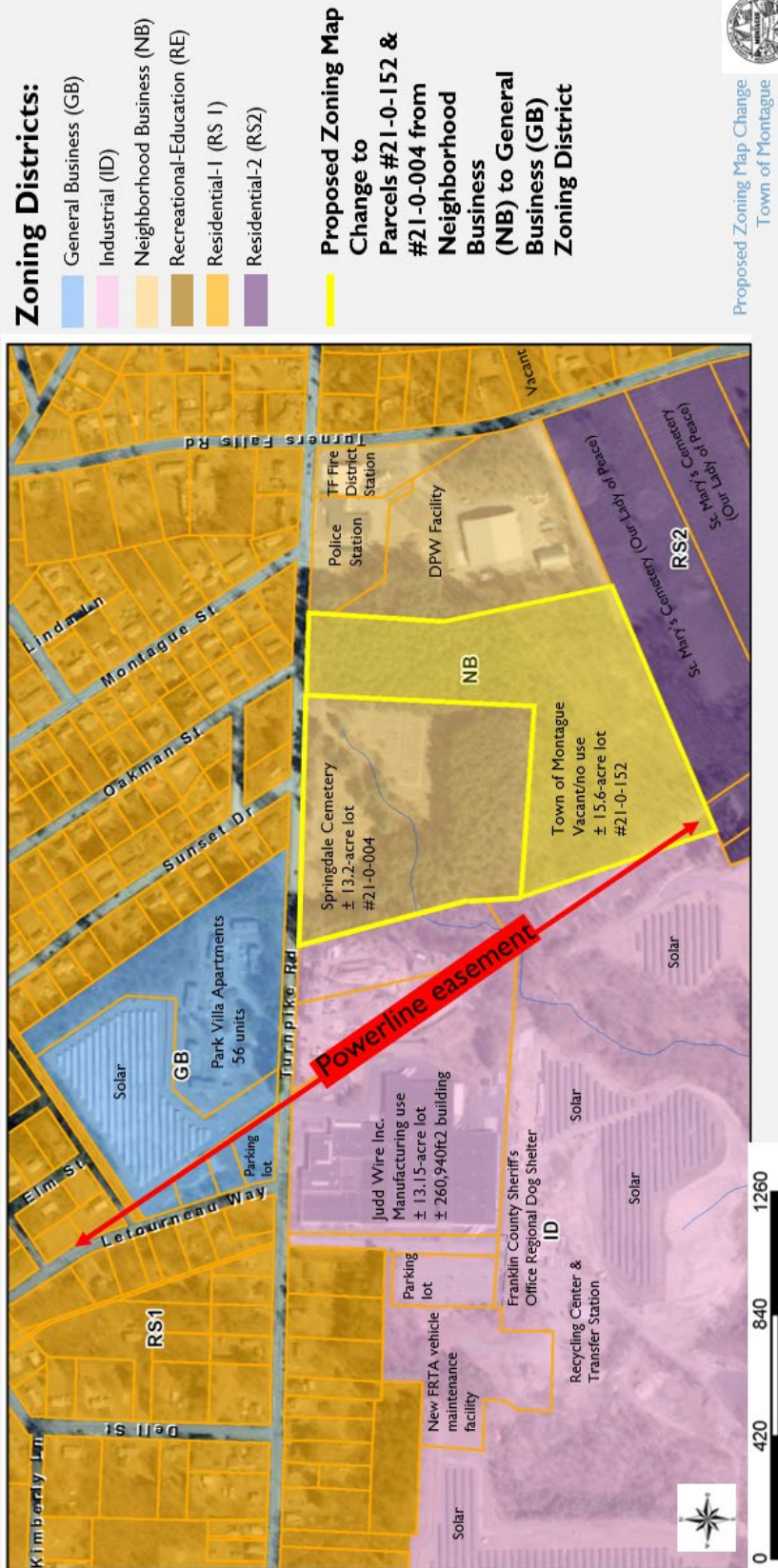
PLANNING & CONSERVATION DEPARTMENT

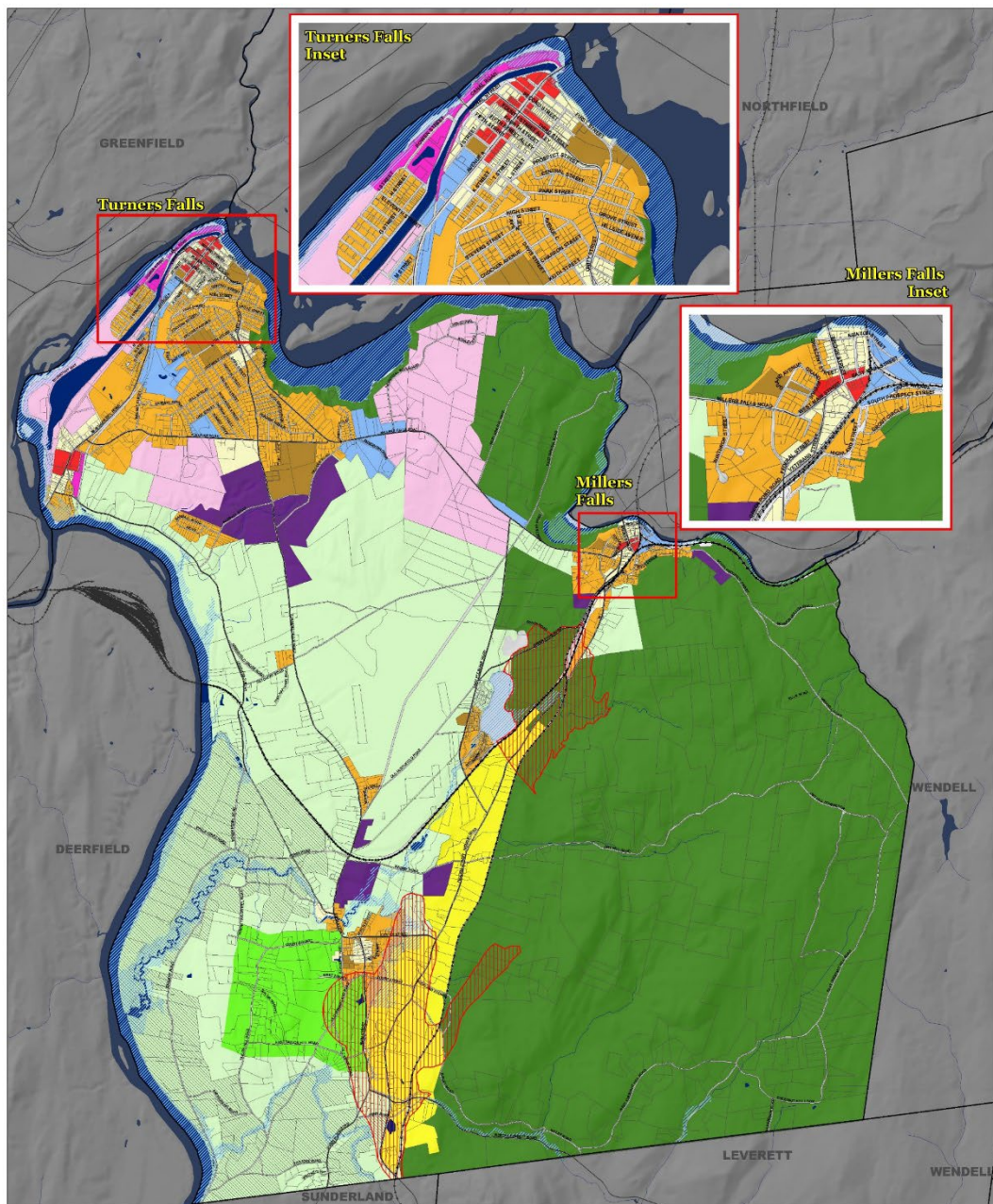
One Avenue A · Turners Falls, MA 01376

(413) 863-3200 ext. 112

Planner@montague-ma.gov

Proposed Zoning Map Change





Montague Zoning Map



Source: Montague, MA Planning Board
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EXPLORING ZONING MAP AMENDMENT

Presentation to Planning Board
Town of Montague
July 25, 2023

Exploring Zoning Map Change
Town of Montague
July 25, 2023



Existing Zoning

The existing Zoning Bylaw allows “manufacturing, processing, or research” uses to occur in the Industrial (ID) and General Business (GB) Zoning Districts.

Web-Based Zoning & Parcel Maps (GIS)

<https://www.axisgis.com/montaguema/>

Examples of existing manufacturing companies:

- Jude Wire Inc., 124 Turnpike Rd
- Heat Fab Inc., 130 Industrial Blvd
- Hillside Plastics, Inc., 262 Millers Falls Rd
- Greenleaf FKA Litelife Foods, Inc., 153 Industrial Blvd.



Problem Statement

There is very limited amount of land available in the Industrial (ID) and General Business (GB) Zoning Districts which prevents new industrial and commercial growth.

Reasons:

- land is already developed,
- land not large to develop, (factors: building size, parking, stormwater)
- levels of land protection,
- wetlands,
- steep slopes
- ownership,
- lack of lot frontage and access.



Economic Development

Various Planning and Economic Development Plans identify the need to support industrial and commercial growth, including:

- 1999 Comprehensive Plan
- 2004 Montague Comprehensive Economic Development Plan
- [2014 Montague Economic Development Plan](#)
- [2018-2023 Montague Community Development Strategy](#)
- [2023 Annual Comprehensive Economic Development Strategy \(CEDS\) Performance Draft Report](#)



Proposal Strategies

Zoning map amendment hopes to:

- unlock available land for either potential commercial + manufacturing uses, as recommended by various Planning & Economic Development Plans, while also allowing other priorities use to be allowed – residential uses.
- Allows a permit pathway for potential manufacturing or residential use via Special Permit review/approval process



Focus Area - Existing Zoning Districts

Zoning Districts:



- General Business (GB)
- Industrial (ID)
- Neighborhood Business (NB)
- Recreational-Education (RE)
- Residential-1 (RS1)
- Residential-2 (RS2)



Land use	Neighborhood Business (NB)	General Business (GB)	Industrial (GB)
Business, professional, or medical offices	Permitted, if less than 1,000ft2 of floor area; by Special Permit if greater	Permitted, if less than 5,000ft2 of floor area; by Special Permit if greater	Permitted
Retail sales or services	Permitted, if less than 1,000ft2 of floor area, no drive-thru; by Special Permit if greater	Permitted, if less than 5,000ft2 of floor area; by Special Permit if greater	Permitted
Social clubs or lodges	Special Permit	Permitted	Not allowed
Agriculture or forestry products processing	Farming/forestry Permitted, if less than 5 acres	Permitted, if less than 5 acres	Permitted
Single family, duplex, multi family, and mix-use building	Single family, duplex – Permitted; Multiple family – Special Permit; Mixed-use building – not allowed	Single family, duplex, multi family, and mix-use building - Special Permit	Single family, duplex, multi family, + mix-use building - Not allowed
Hotels; Lodging houses	Hotels - Special Permit; Lodging – Special Permit	Hotels - Special Permit; Lodging – Special Permit	Hotels-Special Permit; Lodging-No
Parking lots or parking garages	Special Permit	Not allowed	Not allowed
Open recreational enterprises	Not allowed	Special Permit	Special Permit
Public Utilities	Special Permit	Special Permit	Special Permit
Self-service storage facilities	Not allowed	Special Permit	Special Permit
Marijuana retailer, MMTC, cultivation, production, research or testing	Not allowed	Special Permit (retail needs to be an accessory use)	Special Permit
Craft workshops or light assembly shops	Special Permit	Special Permit	No allowed
Manufacturing, processing, or research	Not allowed	Special Permit	Permitted, if construction / alteration is less 20,000ft2 or development is less than 5 acres; if more than by Special Permit
Solar and BESS	Not allowed	Not allowed	Special Permit
Earth removal	Not allowed	Not allowed	Special Permit

Recommendations

Change the zoning district for Parcel #21-0-152 and possibly #21-0-004 from Neighborhood Business (NB) to General Business (GB), in order to:

- **unlock available land for either potential commercial + manufacturing uses or residential uses, as recommended by various Planning & Economic Development Plans.**
- **Allows a permit pathway for potential manufacturing or residential use via Special Permit review/approval process**





THANK YOU!

Maureen Pollock
Town Planner
Planner@montague-ma.gov
(413) 863-3200 x 112



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF Montague, MASSACHUSETTS
AND
VANASSE HANGEN BRUSTLIN, INC.**

Farren Hospital Site Market Study

THIS AGREEMENT made this ____ day of July, 2023 between Vanasse Hangen Brustlin, Inc. with a usual place of business at 101 Walnut Street, Watertown, MA 02472, hereinafter called the "CONTRACTOR," and the Town of Montague, MA, acting by its Selectboard, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls MA 01376, hereinafter called the "TOWN".

The CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The CONTRACTOR shall perform the work set forth in the Scope of Services attached hereto as Exhibit A and further describes as "Farren Hospital Site Market Study" dated July 10, 2023.

2. Contract Price

The TOWN shall pay the CONTRACTOR for services rendered in the performance of this Agreement a lump sum of \$35,000, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit A. The amount to be paid to the CONTRACTOR shall not exceed \$35,000 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on July __, 2023 and shall expire on July __, 2024 unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: CONTRACTOR shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner. CONTRACTOR shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of CONTRACTOR.

4. Performance of the Work

The CONTRACTOR shall supervise and direct the Work, using professional skills and attention, which shall not be less than such state of skill and attention generally rendered by similarly practicing professionals for projects similar to the Project in scope, difficulty and location ("Standard of Care").

A. Responsibility for the Work:

- (1) The CONTRACTOR shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the CONTRACTOR. Consistent with the Standard of Care referenced above, the CONTRACTOR shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors.
- (2) The CONTRACTOR shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the CONTRACTOR from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The CONTRACTOR and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of any and all drawings, plans, specifications, reports and other documents prepared by the CONTRACTOR shall become the property of the TOWN upon payment in full therefor to the CONTRACTOR. Ownership of stamped drawings and specifications shall not include the CONTRACTOR's certification or stamp or of standard features and concepts from CONTRACTOR's own practice detail library, portions of which may be incorporated into the work product but which separately, are, and shall remain, the property of CONTRACTOR. Any re-use of such documents without the CONTRACTOR's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the CONTRACTOR or to the CONTRACTOR's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the CONTRACTOR's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed, in lump sum, as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the CONTRACTOR shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the CONTRACTOR to perform additional services, the CONTRACTOR shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the CONTRACTOR shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the CONTRACTOR shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the CONTRACTOR of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the CONTRACTOR shall constitute a waiver of all claims relating to payment by the CONTRACTOR arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The CONTRACTOR shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the CONTRACTOR or his employees, agents, subcontractors or representatives.

- B. Professional Liability: The CONTRACTOR shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the CONTRACTOR's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the CONTRACTOR or his employees, agents, subcontractors or representatives.

11. Insurance

- A. The CONTRACTOR shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00 per claim and in the aggregate.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable.

- C. The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The CONTRACTOR shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The CONTRACTOR shall also maintain general liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the CONTRACTOR, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or email, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' written notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the CONTRACTOR. In the event that the Agreement is terminated pursuant to this subparagraph, the CONTRACTOR shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The CONTRACTOR shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN, except that CONTRACTOR may assign its right to collect payment as required by its lender Agreements.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- C. ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both TOWN and CONTRACTOR, the risks have been allocated such that TOWN agrees that to the fullest extent permitted by law, CONTRACTOR's total liability in the aggregate to TOWN and any persons or entities claiming by, through or under TOWN, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Contract from any cause or causes, including, but not limited to, CONTRACTOR's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to CONTRACTOR. TOWN and CONTRACTOR may agree to a higher limitation of liability for an increased fee.
- D. Mutual Waiver of Consequential Damages. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by TOWN or CONTRACTOR, or their

employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

TOWN OF MONTAGUE:

VANASSE HANGEN BRUSTLIN, INC.

By: _____

By:  _____

Print Name: Richard Kuklewicz

Print Name: Mark Junghans

Title: Selectboard Chair

Title: Principal



EXHIBIT A

Engineers | Scientists | Planners | Designers

101 Walnut Street, PO Box 9151, Watertown, Massachusetts 02471

P 617.924.1770 F 617.924.2286 www.vhb.com

Client Authorization

☒ New Contract

Date: July 10, 2023

☐ Amendment No.

Project No. 84992.23

Project Name: Farren Hospital Site Market Study

To: Maureen Pollock, Town Planner
Town of Montague
1 Avenue A
Montague, MA 01376

Email: maureenp@montague-ma.gov

	Cost Estimate	
	Amendment	Contract Total
Labor		\$35,000
Expenses		\$0
TOTAL		\$35,000

☒ Lump Sum
☐ Cost + Fixed Fee
☐ Time & Expenses
☐ Labor Multiplier

Phone No: 413-863-3200 x112

Estimated Date of Completion: 10/15/2023

PROJECT UNDERSTANDING

The Montague Planning Department (the "Client") seeks a consultant to perform market analysis in connection with the development opportunity located at the site of the former Farren Hospital (the "Project"), which was demolished in June 2023. This work will complement and support the on-going Montague City Mixed-Use Village Center Study.

VHB's methodology will include a combination of primary and secondary research, including interviews with key stakeholders in the real estate industry, potentially including developers, brokers, and investors. We will evaluate local and regional market conditions to gauge the feasibility of creating a vibrant, mixed-use development in Montague City that imbues the district with a more walkable, livable, mixed-use character.

This real estate market study will provide insights into the current state of the market, as well as potential opportunities for growth and development. We look forward to working with you to deliver a comprehensive and actionable report.

VHB proposes the following scope of work:

1.0 PROJECT INITIATION

1.1 DEFINE MARKET STUDY AREA

To begin, VHB will define the primary study area for the market study, based on a review of the existing residential and commercial inventory. The primary study area will be either the Montague City district, or the Town of Montague. VHB will define a secondary (more regional) study area as well, to provide context for findings and recommendations.

1.2 REVIEW DEMOGRAPHIC CONDITIONS

VHB will analyze recent and projected demographic trends in the market area, particularly the age, size and income distributions of households, and employment and workforce trends, utilizing data available from sources such as the Town of Montague, Franklin County, the U.S. Census, Longitudinal Employer-Household Dynamics data, and proprietary sources.

1.3 REVIEW DEVELOPMENT TRENDS

VHB will review real estate development data from proprietary sources such as CoStar, ESRI Community Analyst, and ESRI Business Analyst, to understand the pace and scale at which development has occurred

in the primary and secondary study areas, with attention to all residential and commercial developments taking place within the past twenty years.

Further, VHB will identify proposed and/or planned developments within the primary and secondary study areas that could compete for residents/tenants with the subject property.

2.0 RESEARCH AND ANALYSIS

2.1 EVALUATE EXISTING HOUSING MARKET

VHB will evaluate housing options available within the primary and secondary study areas in terms of rents or sales prices, unit types and sizes, number of bedrooms and baths, age and condition, amenities, location, and other relevant factors. To the extent data are available, we will provide information on absorption rates and profiles of purchasers/renters. These data will be collected for both senior developments and for non-age restricted housing.

2.2 EVALUATE EXISTING COMMERCIAL MARKET

VHB will evaluate commercial leasing options within the primary and secondary study areas in terms of rents or sales prices, building condition, size, and other relevant factors, for retail and office spaces.

2.3 CONDUCT STAKEHOLDER OUTREACH

VHB will interview people knowledgeable about local and regional residential and commercial market conditions, including, as appropriate, real estate brokers, developers, and investors, to identify relevant issues and opportunities with regard to the subject property. This could include the Franklin County Regional Housing & Redevelopment Authority, Rural Development Inc (RDI), and area brokers.

3.0 EVALUATE PROJECT FEASIBILITY

3.1 EVALUATE THE SITE'S MARKETABILITY

VHB will provide an assessment of the site's marketability, with respect to accessibility, connectivity, employment opportunities, and amenities within Montague and Franklin County. These factors influence the decisions of potential residents, as well as potential office and/or retail tenants.

3.2 PREPARE MEMORANDUM

VHB will synthesize all findings and prepare a written Market Study. It is anticipated that the Market Study will be structured as follows:

1. Executive summary
2. Overview of primary and secondary market study areas
3. Key challenges and opportunities
4. Competitive landscape analysis
5. Program recommendations (condo vs rental / unit mix / achievable rents/pricing / recommended design features / anticipated absorption period / etc.)

4.0 PROJECT ADMINISTRATION AND MEETINGS

4.1 GENERAL ADMIN

VHB will perform typical project management tasks in support of project administration.

4.2 CHECK-IN CALLS

VHB will conduct check-in calls with the Client throughout the project (up to four 30-minute calls). The dates and agendas for these meetings will be established in the early phases of the project.

ASSUMPTIONS

VHB assumes the following:

- VHB is dependent upon the Client to provide documentation and data on a timely basis.
- Additional meetings, beyond those specified above, will require additional contract coverage.
- This scope of work does not include any site surveys or other engineering studies.

Prepared by: Luke Mitchell

Document Approval: Mark Junghans

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions

☐ Subject to terms & conditions in our original agreement dated

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

By: 

Print: Mark Junghans

Title: Principal

Date: July 10, 2023

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

Print: _____

Title: _____

Date: _____



STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent

acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for

the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

PROJECTS LOCATED IN FLORIDA. FLORIDA STATUTES SECTION 558.0035 (2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT.

Cultural Council

Kathleen <livingthedream@comcast.net>

Wed 8/2/2023 9:37 AM

To: WendyB-Montague Selectboard <WendyB@montague-ma.gov>

Cc: Montague Cultural Council <montaguelcc@gmail.com>; Assistant Town Administrator <Assistant.TownAdmin@montague-ma.gov>

Dear Board,

The Montague Cultural Council is seeking a funds match to our annual state grant allocation using ARPA funds for the next two years. This has been a consistent practice amongst communities with a strong focus on the arts and would serve the community by empowering the Council to more substantially fund worthy projects as well as to enable us to diversify who we fund. The suggestion is to match our state allocation this fiscal year and next, not to exceed \$9000. Our hope is that we can demonstrate the impact of this money and to petition town meeting for a regular budget allocation in the future. Please feel free to reach back with any clarifying questions.

Regards,

Kathleen Lynch

Sent from my iPhone



**TOWN OF
MONTAGUE
MASSACHUSETTS**

MONTAGUE PLANNING & CONSERVATION
One Avenue A · Turners Falls, MA 01376
(413) 863-3200 ext. 112
Planner@montague-ma.gov

MEMORANDUM

TO: Selectboard
Steve Ellis, Town Administrator
Walter Ramsey, Assistant Town Administrator
FROM: Maureen Pollock, Town Planner
RE: ARPA Funding Request for RiverCulture Strategic Plan
DATE: August 7, 2023

Planning Department Request:

In collaboration of the town-wide public art & culture program, known as RiverCulture, the Montague Planning Department requests the allocation of \$7,350 from the Town's American Rescue Plan Act (ARPA) funds to hire a consultant to provide administrative and technical assistance with conducting a strategic plan for RiverCulture.

Proposed Project:

- To develop a sustainable operating entity that can raise funds directly for RiverCulture. Currently, the annual town budget supports a part-time salary for the RiverCulture Coordinator but funds for RiverCulture activities are not included in the annual town budget. All RiverCulture funding is grant driven and any funds currently raised to support its activities must go into Montague's General Fund. After consulting with the Town Attorney, the Planning Department is interested to explore two different models:
 - The creation of a 501-c-3, non-profit "Friends of RiverCulture" organization.
 - The creation of a Montague/RiverCulture Public Art Commission

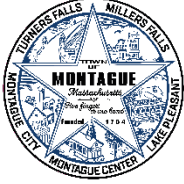
The proposed project includes 3 phases, including organizational research, community engagement, and drafting appropriate governance documents, such as bylaws, mission statement, and roles and responsibilities/job description for RiverCulture board/steering committee and staff.

Planner Maureen Pollock and Assistant Planner/RiverCulture Coordinator Suzanne LoManto introduced the proposed project to the RiverCulture Steering Committee at its June 15, 2023 meeting. The Committee expressed support of the project.

Maureen Pollock and Suzanne LoManto met with facilitation and mediation consultant, Andrea Sholler, on July 11, 2023 to discuss the proposed project. Andrea Sholler's consulting practices focuses on program and organizational development for arts and arts education organizations. Andrea Sholler provided the following documents (see enclosures):

- proposed scope of work with cost estimate;
- professional references; and
- biography;

Based on the meeting conversation and provided materials, Maureen Pollock and Suzanne LoManto believe Andrea Sholler is a great fit for this project. Andrea Sholler is scheduled to attend the next RiverCulture Steering Committee meeting to present the proposal for the committee's review/approval. The committee is scheduled to review this proposal at its August 14, 2023 starting at 6:30pm at Town Hall.



TOWN OF
MONTAGUE
MASSACHUSETTS

MONTAGUE PLANNING & CONSERVATION
One Avenue A · Turners Falls, MA 01376
(413) 863-3200 ext. 112
Planner@montague-ma.gov

Cost Estimates:

The following cost estimates are based on the scope of work provided by Andrea Sholler

Items	Rate multiplied by estimated hours	Estimated Cost
Phase 1: Organizational Research	\$100 x 20 hours	\$2,000
Phase 2: Community Engagement	\$100 x 40 hours	\$4,000
Phase 3: Governance	\$100 x 10 hours	\$1,000
Subtotal		\$7,000
5% Contingency		\$350
TOTAL		\$7,350

July 5, 2023

To: Maureen Pollock and Suzanne LoManto

From: Andrea Sholler

Strategic Planning Process/RiverCulture of Montague Proposal Memo

Based on our initial conversation, I understand you would like to develop a sustainable operating entity that can raise funds directly for RiverCulture. Currently the annual town budget supports a part-time salary for the Director of RiverCulture but funds for RiverCulture activities are not included in the annual town budget. All RiverCulture funding is grant driven and any funds currently raised to support its activities must go into Montague's general fund. After consulting with the attorney for the town, you are interested to explore two different models:

- The creation of a 501-c-3, non-profit "Friends of RiverCulture" organization.
- The creation of a Montague/RiverCulture Public Art Commission.

We discussed two additional areas to consider in the planning process:

- Concern that many residents of the five villages of Montague and surrounding areas are not familiar with RiverCulture.
- Interest in being better able to provide support and guidance regarding fiscal sponsorship to artists and entities who participate in RiverCulture.

I propose a three-phase strategic planning process. My budget estimate is based on a fee of \$100/hour. Please note, I allow for 2 hours for each interview – an hour for the actual interview and an additional hour to transcribe and review each interview.

Phase 1: Organizational Research

- Consultant will speak with knowledgeable individuals at the Mass Culture Council and area community foundations to ascertain relevant examples of towns that have created “Friends of” non-profits or public arts commissions to support cultural activities. If examples can be provided, consultant will also interview leadership at the relevant “friends of” organizations and/or public art commissions about their operational directives.
 - Consultant will obtain information regarding the mission/goals/objectives and implementation strategies utilized by the above-mentioned organizational structures.
- Consultant will research and provide recommendations for entities that might provide fiscal sponsorship to artists and others who contract with RiverCulture.

Minimum time estimate for Phase 1 is 20 hours.

Phase 2: Community Stakeholder Engagement

Consultant will meet with Maureen and Suzanne to determine a list of individuals to interview individually and to create a plan for a “town meeting” style discussion facilitated by consultant which will serve both to gather input as well to promote RiverCulture within the community. The goal of the interviews and town meeting will be to gather information to develop a comprehensive analysis of RiverCulture’s strengths and opportunities for growth as well as an understanding of its current challenges as they relate to RiverCulture’s five-pronged mission. To accomplish this, consultant will ask interviewees and public forum attendees to offer their thoughts on the existing mission, goals, and implementation strategies of RiverCulture and will solicit suggestions regarding possible changes.

Individual interviewees could include members of the RiverCulture Steering Committee, area artists, business owners, leaders of local volunteer and/or

member organizations, area librarians, members of the Montague cultural council, etc. All interviews will be conducted by phone or via Zoom.

For this proposal, I will estimate 10 individual interviews equal to 20 hours of work but am happy to conduct as many interviews as you think would be helpful to this process.

Participation in the Town Hall event should be encouraged broadly to include residents of Montague and artists and businesses serving Montague. Consultant's time for the town hall will include planning, travel, and presentation.

Minimum time estimate is 15 hours.

Once the interviews are completed and the Town Hall event has taken place, Consultant will prepare a memo outlining findings. The memo will be designed to highlight general themes (from the interviews and Town hall) related to RiverCulture's strengths, opportunities, and challenges in meeting its mission. The memo will include suggested next steps related to revisions of the current mission and the creation of an operational/fundraising structure with strategies to achieve the new goals and objectives for RiverCulture as determined in Phase 1.

Minimum time estimate is 5 hours.

Minimum time estimate for Phase 2 is 40 hours.

Phase 3: Governance

- Consultant will prepare drafts of appropriate governance documents (to be determined based on the organizational structure). At a minimum, Consultant will draft by-laws that will include the organization's mission. Consultant will also draft suggested job descriptions for members of the board/steering committee created to oversee the entity. The job descriptions will provide guidance regarding the implementation of strategies to achieve new goals and objectives.

Minimum time estimate for Phase 3 is 5 hours.

Minimum Cost Estimate for this project is \$6,500 (65 hours x \$100).

References:

In addition to Priscilla Kane Hellweg, please feel free to contact:

Professor Lisa Donovan, Lisa.Donovan@mcla.edu

Lisa and I worked together from 2018 – 2020 on the C4 Initiative and creation of the Berkshire Cultural Assets Network.

Lucie Castaldo, Executive Director of Berkshire Arts Center,
Lucie@is183.org

I have worked on a range of projects for Lucie since she assumed the ED position several years ago.

If desired, I would be happy to provide additional references from my mediation work and current clients.

Please don't hesitate to reach out if you have questions or would like me to revise this proposal. If you decide to move forward with me as your consultant, I am happy to sign a contract generated by your office or to turn this proposal into a contract.

Andrea Caryn Sholler



Andrea Sholler's consulting practice focuses on program and organizational development for arts and arts education organizations.

Andrea has led arts organizations in New York and Massachusetts including serving as Executive Director of *Dance Theater Workshop* (now *New York Live Arts*) and Managing Director of *Jacob's Pillow Dance Festival*. Consulting projects include the creation of the Berkshire Cultural Assets Network (BCAN); co-authoring the *Berkshire County Blueprint for Arts Integration and Education*; Developing a merger/succession plan for Arts for Learning CT and the Connecticut Office for the Arts; facilitating the creation of a three-year system-wide K-12 arts education plan for the Holyoke Public Schools; Creation of an operationally focused strategic plan for The Bushwick Starr; and facilitating focus groups for IS 183 Art School as it developed a plan to change its name. Andrea regularly serves as a reviewer for the Massachusetts Cultural Council's STARS program and a panelist consultant for the New York City Department of Cultural Affairs.

She currently serves as Chair of the Board of Trustees of the Mertz Gilmore Foundation in New York City and works part-time as a mediator for the Dispute Resolution Center in Pittsfield, MA

Andrea Caryn Sholler has a B.A. in American Studies from Barnard College of Columbia University and a Certificate in Mediation Skills Training from the Center on Dispute Resolution at Quinnipiac University School of Law.

Contact information:

b.strategic2018@gmail.com
(917) 553-0889

Form RD 3570-3
(Rev. 06-22)

**UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT**

FORM APPROVED
OMB No. 0575-0173
Exp. Date: 2/28/2025

COMMUNITY FACILITIES GRANT AGREEMENT

Grantee and Agency

This Grant Agreement (Agreement) dated _____, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200, “UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS”, which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the “Project Description”) and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).

I. GENERAL AWARD INFORMATION

1. Grantee Name & Address	2. Unique Entity ID.
4. Federal Award Identification Number (FAIN)	3. Case No.
6. Performance Start Date	5. Award Date
8. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated	7. Performance End Date
10. Total Project Cost (Budget Approved Amount)	9. Amount of Matching/Other Funds (if applicable)
12. Grantee Contact (Name, Title, Contact Info)	11. Award as Percentage of Total Project Cost %
14. Description of Real Property covered by the grant	13. Agency Contact (Name, Title, Contact Info)
	15. Description of Equipment covered by the grant

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0173 and 0575-0200. Public reporting for this collection of information is estimated to be approximately 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, completing, and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required by 7 CFR 3570-B, Community Facilities Grant Program, and Section 1002 of the American Rescue Plan Act. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMRequests@usda.gov.

The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

II. RESPONSIBILITIES

A. Grantee. The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. **Financial and Program Management.** You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-.309.

a. **Financial Management.** You must maintain a financial management system in compliance with 2 C.F.R. § 200.302.

b. **Internal Controls.** You must maintain internal controls in compliance with 2 C.F.R. § 200.303.

c. **Payments.** You must comply with the payment requirements described in 2 C.F.R. § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.14.

d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.

e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 C.F.R. § 200.309.

f. **Bonding.** You must maintain your fidelity bond coverage in the amount of \$_____ for the Period of Performance of the award. (See 2 C.F.R. § 200.304)

- g. Program Income.** You must comply with the requirements of 2 C.F.R. § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 C.F.R. § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 C.F.R. § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 C.F.R. § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.
2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 C.F.R. § 200.310-.326.
3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.
- a. Form SF-425, “Financial Status Report.”** Reports are due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
- Annually: January 1 - December 31
- Annually: July 1 - June 30
- Semi-Annually: January 1 – June 30 and July 1 – December 31
- Semi-Annually: April 1 – September 30 and October 1 – March 31
- Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31
- b. Performance Reports.** SF-PPR, “Performance Progress Report” is due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
- Annually: January 1 - December 31
- Annually: July 1 - June 30
- Semi-Annually: January 1 – June 30 and July 1 – December 31
- Semi-Annually: April 1 – September 30 and October 1 – March 31
- Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

- i. Describe the activities that the funds reflected in the financial status report were used for;
- ii. A comparison of actual accomplishments to the objectives established for that period;
- iii. Reasons why established objectives were not met, if applicable;
- iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
- v. Objectives and timetables established for the next reporting period;

The final report (due 120 calendar days after the period of performance end date) will also address the following:

- i. What have been the most challenging or unexpected aspects of this program?
- ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?

4. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).
5. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.
6. **Default.** Upon any default under its representations or agreements contained in this instrument, 2 C.F.R. Part 200, or 7 C.F.R. Part 3570, Grantee, at the option and demand of the Agency, will immediately repay to the Agency the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by the Agency, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by the Agency to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made.

7. **Real Property.** Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed and in accordance with 2 C.F.R. § 200.311; 2 C.F.R. § 200.312; 7 C.F.R. § 15.4(a)(2) and 7 C.F.R. § 3570.92. In accordance with Title VI of the Civil Rights Act of 1964, deeds for real property must comply with the requirements for the Reverter and Habendum clauses.
 - a. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 - b. The Grantee shall obtain the Agency's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Agency.
 - c. When the real property is no longer needed, as provided in paragraphs (a) and (b) above, the Grantee shall request disposition instructions from the Agency. The Agency will observe the following rules in the disposition instructions:
 - i. The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;
 - ii. The Grantee may be directed to sell the property under guidelines provided by the Agency and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practical and result in the highest possible return;
 - iii. The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;
8. **Equipment.** Abide by the following conditions pertaining to equipment which is furnished by the Agency or acquired wholly or in part with Grant Funds. Equipment is defined at 2 C.F.R. § 200.33 and is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

- a. **Use of equipment.** The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:
 - i. Activities sponsored by the Agency.
 - ii. Activities sponsored by other Federal agencies.
- b. **Use of equipment.** During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to the Agency sponsored projects. Second preference will be given to other federally sponsored projects.
- c. **Disposition of equipment.** When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with 2 C.F.R. § 200.313 and 7 C.F.R. §15.4(a)(3) :
 - i. Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.
 - ii. Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Agency. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Agency.
 - iii. The Agency shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Agency to determine whether a requirement for the equipment exists in other Federal agencies. They shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

- If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.
 - If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.
 - If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Agency for such costs incurred in its disposition.
- d. The Grantee's property management standards for equipment shall be in accordance with 2 CFR § 200.313 and shall include:
- i. Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price, or the method used to determine current fair market value if the Grantee reimburses the Agency for its share.
 - ii. A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
 - iii. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
 - iv. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
 - v. Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

9. **Earned Interest.** Grantee agree to account for and to return to Agency interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement.
10. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 C.F.R. § 200.333-.337.
11. **Closeout.** You must comply with the closeout requirements in 2 C.F.R. § 200.344.
12. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 C.F.R. § 200.345 even after the Period of Performance for this Agreement has ended.
13. **Cost Principles.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart E.
14. **Audits.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart F.
15. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.
16. **Execute Agreements.** The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.

17. **Universal Identifier and Central Contractor Registration.** The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment C regarding the Unique Entity ID Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25, including Appendix A. For the purposes of this Agreement, “you” in Attachment B shall mean “Grantee” as defined hereunder;
 18. **Federal Funding Accountability and Transparency Act.** The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 C.F.R. § 200.11-200.113.
 19. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).
 20. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).
- B. Rural Housing Service (RHS).** RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advance and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Grantee’s proper request according to Section II.A.1.c.
 2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in

compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

- a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.
 - b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.
3. **Termination of This Agreement.** This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Agency and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Agency agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. In all cases termination and notification will be in accordance with 2 C.F.R. § 200.339 and 200.340.

C. **Both Parties.** The Grantee and RHS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RHS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Grantee:

Name (Please Print)

Title (Please Print)

Signature

Date

Approved by the United States of America, Rural Housing Service by:

Name (Please Print)

Title (Please Print)

Signature

Date

Attachment A

Approved Work Plan and Budget

(The work plan must have time, scope, and outcome entries for each task.)

ATTACHMENT B

I. Reporting Executive Compensation.

A. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.html>)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

B. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
 - a. in the subrecipient's preceding fiscal year, the subrecipient received—
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- C. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
1. Subawards, and
 2. The total compensation of the five most highly compensated executives of any subrecipient.
- D. *Definitions.* For purposes of this award term:
1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a
 - f. non-Federal entity.
 2. *Executive* means officers, managing partners, or any other employees in management positions.
 3. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. *Subrecipient* means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - a. *Salary and bonus.*
 - b. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - e. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTACHMENT C**I. System for Award Management and Universal Identifier Requirements**

- A.** Requirement for Registration with the General Services Administration's System for Award Management. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B.** Requirement for Unique Entity ID Numbers.
The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. The DUNS Number is no longer valid for federal award identification. On April 4, 2022, the Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government.
- C.** Definitions. For purposes of this award term:
1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
 2. The Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government. The Unique Entity ID is generated in SAM.gov. If you are registered in SAM.gov (active or not), you already have a Unique Entity ID. It is viewable at SAM.gov. If you are new to SAM.gov and will be registering for the first time, you will get your Unique Entity ID (SAM) during registration.
 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.



August 1, 2023

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

Subject: Letter of Conditions for a Community Facilities Program Grant to
Ford F-350 Super Duty Truck

Dear Mr. Ellis:

This letter, with attachments, establishes conditions that must be understood and agreed to by the applicant before further consideration may be given to their application. Any changes in project cost, source of funds, scope of services, or any other significant changes (this includes significant changes in the applicant's financial condition, operation, organizational structure or executive leadership) in the project or applicant must be reported to and approved by USDA Rural Development by written amendment to this letter. Any change not approved by USDA Rural Development will be cause for discontinuing processing of the application.

This letter is not to be considered as grant approval or as representation to the availability of funds. The application can be processed on the basis of a USDA Rural Development **grant not to exceed \$43,400**. Funds for this project are provided by the Rural Housing Service (RHS).

Please complete and return the attached **Form RD 1942-46, "Letter of Intent to Meet Conditions,"** and **Form RD 1940-1, "Request for Obligation of Funds,"** within the next ten (10) days, if you desire that we give further consideration to your application. The execution of these and all other documents required by USDA Rural Development must be authorized by appropriate resolutions of the applicant's governing body.

The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is mailed by USDA Rural Development.

Rural Development • Amherst State Office
451 West St • Amherst, MA 01002
Voice (413) 253-4300 • Fax (855) 596-7673

USDA is an equal opportunity provider, employer and lender.

Project Budget—Based on Standard Form 424, “Application for Federal Assistance,” the project cost and funding will be as follows:

a.	<u>Project Cost</u>	<u>Total</u>	<u>USDA Grant</u>	<u>Other</u>
	Ford F-350 Truck	\$79,005	\$43,400	\$35,605
	<u>TOTAL:</u>	<u>\$79,005</u>	<u>\$43,400</u>	<u>\$35,605</u>
b.	<u>Source of Funds</u>			
	USDA Grant	\$43,400		
	Applicant	\$35,605		
	<u>TOTAL:</u>	<u>\$79,005</u>		

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the borrower may be necessary.

Section I of the attached conditions (Items 1—11) must be satisfied prior to grant closing or before construction begins, whichever occurs first, in either case not later than six (6) months from the date of this letter.

In addition to the conditions in Sections I-III, the applicant must fully comply with all requirements on Form RD 3570-3, Community Facilities Grant Agreement. The Agency reserves the right to cancel funds if the applicant does not fully comply with all requirements as presented or subsequently modified, as needed.

If you have any questions, feel free to contact this office.

Sincerely,

Madison Rodriguez
Loan Specialist

cc: Community Programs Director, USDA Rural Development

ATTACHMENT TO LETTER OF CONDITIONS

SECTION I. CONDITIONS TO BE SATISFIED PRIOR TO GRANT CLOSING OR BEFORE CONSTRUCTION BEGINS, WHICHEVER OCCURS FIRST

1. Disbursement of Funds

- a. The applicant will provide evidence that funds from other sources will be made available for the project cost in the amount of **\$35,605**. This evidence should include a copy of the loan/grant award that addresses how funds will be disbursed.
- b. The applicant's contribution of funds toward the project cost shall be considered the first funds expended and must be deposited in its project account before construction is started. After providing for all authorized costs, any remaining RHS project funds will be considered RHS grant funds and refunded to RHS. For CF Direct Loan and Grant combination projects, if the amount of unused RHS project funds exceeds the RHS grant, that part would be RHS loan funds.
- c. Agency funds will not be used to pre-finance funds committed to the project from other sources

2. Security Requirements

- a. The applicant will be required to complete and execute **Form RD 3570-03, "Community Facilities Grant Agreement"** prior to grant closing.
- b. The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified.
- c. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified.
- d. In accordance with 2 CFR 200.330, the grantee understands that it must submit regular reports on the status of real property in which the Federal Government retains an interest. Reports shall be submitted annually for the first three years of the award and every five years thereafter on SF-429 Real Property Status Report, or similar format.

- 3. Insurance and Bonding Requirements (Construction Projects Only)**—The applicant must provide evidence of adequate insurance and fidelity bond coverage by grant closing or start of construction, whichever occurs first. Adequate coverage, in accordance with USDA Rural Development's regulations, must then be maintained for the life of the

grant. It is the responsibility of the applicant and not that of USDA Rural Development to assure that adequate insurance and fidelity bond coverage is maintained. Applicants are encouraged to review coverage amounts and deductible provisions with their attorney, consulting engineer, and/or insurance provider(s).

- a. **Property Insurance**—Fire and extended coverage will be required on all above-ground structures, including applicant-owned equipment and machinery housed therein. Provide USDA Rural Development with proof of coverage.
- b. **Workers' Compensation Insurance**—The applicant will be required to carry workers' compensation insurance for all employees in accordance with California law. Provide USDA Rural Development with proof of coverage.
- c. **General liability and vehicular coverage must be maintained**—Provide USDA Rural Development with proof of coverage.

4. **Civil Rights & Equal Opportunity**— The grantee has received an award of Federal funding and is required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. **Controlled Substances Act** - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact the Office of General Counsel, as appropriate.
- c. Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. The recipient must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor the recipient's compliance with these requirements during regular compliance reviews.
- d. The applicant is subject to a pre-grant closing civil rights compliance review by USDA Rural Development.
- e. As a recipient of Rural Development funding, you are required to post a copy of the Non-Discrimination Statement listed below in your office and include in full, on all materials produced for public information, public education, and public distribution both print and non-print.

Non-Discrimination Statement

“This institution is an equal opportunity provider and employer.”

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <https://www.ocio.usda.gov/document/ad-3027>, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

If the material is too small to permit the full statement to be included, the material at a minimum includes the statement in print size no smaller than the text that “This institution is an equal opportunity provider and employer.”

5. **Land and Rights-of-Way (if applicable)**—The applicant must present satisfactory evidence that they have obtained, or can obtain, any and all lands, rights-of-way, easements, permits and franchises which are required by the engineering plan. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation and Real Property Acquisition Act. The following forms, copies of which are attached, may be used for these purposes:
 - a. Form RD 442-21, “Right-of-Way Certificate” (with map attached)
 - b. Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”
 - c. Form RD 442-20, “Right-of-Way Easement”
6. **Permits (if applicable)**—All permits involving Federal, State, and local agencies must be obtained and evidence thereof provided to USDA Rural Development prior to bidding.
7. **Environmental Reviews**— The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and or permits may apply or be required. During any stage of project development, including construction, should environmental issues develop which require mitigation measures, USDA Rural Development applicants are required to notify USDA Rural Development and comply with such mitigation measures. Failure by an applicant to implement mitigation measures may disqualify the project from Agency funding. Mitigation measures identified or prepared as part of the CEQA and NEPA environmental process must be implemented. If the project or any project element deviates from or is modified from the originally-approved project, additional environmental review may be required.

8. **Architectural and Construction** **(if applicable)**

- a. USDA Rural Development must approve any agreements or modifications to agreements for professional planning and design services. AIA Document "Standard Form of Agreement Between owner and Architect," may be used when appropriate or other Agency approved forms of agreement.
- b. All construction will be completed under contract. The planning, bidding, contracting, and construction must comply with RD Instruction 1942 Subpart A, and any additional requirements of California law and the requirements of other County, State, or Federal agencies.
- c. The following must be reviewed and approved by USDA Rural Development in the sequence indicated:
 - i. Preliminary Architectural Report
 - ii. Agreement for Architectural Services
 - iii. Final Plans and Specifications for the project
 - iv. Draft/Construction Bid Documents, prior to Going Out to Bid
 - v. Bid Award Information.
 - vi. Executed Contract Documents
- d. Affirmative steps should be taken to assure that small, minority and/or women-owned businesses are utilized as source of supplies, equipment, construction, and services.
- e. The Plans & Specifications must be reviewed and approved, when applicable, by any regulatory or other agencies that are required to review these documents.
- f. A representative of USDA Rural Development will attend all pre-construction conferences in connection with this project. These conferences must be held prior to the issuance of the Notice to Proceed to the contractors. The applicant's architect will conduct the conference and document the discussions and agreements.

11. **Electronic Funds Transfer**—All grant funds will be transferred to grantees via Electronic Funds Transfer/Automated Clearinghouse Systems (EFT/ACH). Normal transfers will be ACH, with money being placed in the grantees account two business days after the USDA processing office approves the pay request. The applicant must submit the Electronic Funds Transfer Form containing the banking (ACH) information to the USDA Servicing Office at least 45 days prior to the date of grant closing. Failure to do so could delay grant closing.

12. **System for Award Management Registration and Unique Entity ID**—You as the recipient must maintain the currency of your information in the System for Award Management (SAM) until you submit the final financial report required under this award

and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Recipients can register on-line at (<https://www.sam.gov>) You as the recipient may not make a sub-award to an entity unless the entity has provided its Unique Entity ID from SAM.gov to you.

13. **Suspension and Debarment Screening** – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.

a. Principal –

- i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who –
 1. Is in a position to handle federal funds;
 2. Is in a position to influence or control the use of those funds; or,

Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

SECTION II. GRANT CONDITIONS TO BE SATISFIED DURING CONSTRUCTION

1. **Disbursement of Grant Funds**—USDA Rural Development funds will be advanced as they are needed in the amount(s) necessary to cover the Rural Development proportionate share of obligation due and payable to the Grantee. Interest earned on grant funds in excess of \$250 for Nonprofits and \$100 for Public Bodies per year will be submitted to Rural Development at least quarterly, as required in 2 CFR part 200 as applicable.
2. **Inspections**— A full-time resident inspector/project manager is required during construction unless a written exception is made by the Agency upon your written request. This service is to be provided by the consulting architect or other arrangements as approved by the Agency. Prior to the pre- construction conference, a resume of qualifications of the resident inspector(s) will be submitted to the owner and Agency for review and approval. The owner will provide a letter of acceptance for all proposed observers to the architect and Agency. The inspection reports must be available to USDA, Rural Development for review at any time. These reports must be kept at the project site or borrower's office, if nearby.
2. **Monthly Reporting**— The applicant must monitor and provide a monthly reports to USDA Rural Development on actual performance for each project financed, or to be financed, in whole or in part with USDA Rural Development funds. For construction projects, include Forms RD 1924-18, “Partial Payment Estimate”; RD 1924-7, “Contract Change Order”; SF-271, “Outlay Report and Request for Reimbursement for

Construction Programs”; and Project Daily Inspection Reports for construction projects. For non-construction projects, Form SF-270, “Request for Advance or Reimbursement,” will be submitted with paid invoices.

3. **Final Inspection**—A final inspection will be made by USDA Rural Development on the component USDA is financing before final payment is made.
4. **Excess Funds**—Any remaining funds must be utilized for approved purposes within 120 days following the final inspection or the funds will be canceled without further notification from USDA Rural Development.

SECTION III. GRANT CONDITIONS TO BE SATISFIED AFTER PROJECT COMPLETION

1. **Financial Statements**—To be submitted on an annual basis in accordance with the following:
 - a. 2 CFR Part 200, Subpart F establishes audit requirements that borrowers and grantees must follow. Borrowers and grantees who expend \$750,000 or more in Federal awards in their fiscal year, have CF loan balances totaling \$750,000 or more, or a combination of the two must submit an audit in accordance with 2 CFR 200, Subpart F.

Federal funds expended during a borrowers fiscal year: 2 CFR Part 200, Subpart F requires a borrower that expends \$750,000 or more in Federal awards in their fiscal year to submit a single or program-specific audit. A CF direct loan, guaranteed loan, and/or grant, or any combination thereof, are considered Federal awards.

Grantees: Grantees that expend \$750,000 or more in a year in Federal awards must have an audit conducted in accordance with 2 CFR Part 200, Subpart F except when the grantee elects to have a program specific audit conducted.

Prior loan and loan guarantees: 2 CFR Part 200, §200.502(b) establishes the basis for including loan and loan guarantees (loans) on the Schedule of Expenditures of Federal Awards (SEFA). The value of new loans made or received during the audit period plus the beginning of the audit period balance of loans from previous years for which the Federal Government imposes continuing compliance requirements must be reported on the SEFA. CF Program loans require its borrowers to meet continuing compliance requirements. Continuing compliance requirements that CF borrowers must meet include, but are not limited to, funding reserves, maintaining insurance, deposit funds in Federally insured banks, meet financial covenants, maintain sufficient debt service ratios, comply with civil rights requirements, and comply with additional requirements established as part of the loan approval process.

Borrowers and grantees must submit audits within nine months from the end of the borrower's fiscal year or 30 days after receipt from the auditor, whichever is earlier. The audited financial statements must be submitted to the Federal Audit Clearinghouse.

- b. All borrowers exempt from the audit requirements cited in 1(a) above, and who do not otherwise have annual audits, will within 60 days following the end of the borrower's fiscal year furnish Rural Development with annual financial statements, consisting of a verification of the organizations, balance sheet and statement of income and expenses.

Grantees exempt from the audit requirements cited in 1(a) above, and who do not otherwise have annual audits, will within 60 days following the end of the fiscal year in which any grant funds were expended furnish Rural Development with annual financial statements consisting of a verification of the organizations, balance sheet and statement of income and expenses.

The borrower/grantee may use Forms RD 442-2 "Statement of Budget, Income and Equity" and 442-3 "Balance Sheet", or similar format to provide the financial information. For borrowers using Form RD 442-2, the dual purpose of fourth quarter management reports, when required, and annual statements of income will be met with this one submission.

2. **Audit agreement**—If you are required to obtain the services of a licensed Certified Public Accountant (CPA), you must enter into a written audit agreement with the auditor. The audit agreement may include terms and conditions that you and auditor deem appropriate.

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
4. STATE NAME		5. COUNTY NAME	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER	8. COLLATERAL CODE 1- REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE (See FMI)	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN		25. AMOUNT OF GRANT
26. AMOUNT OF IMMEDIATE ADVANCE		27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE %
29. REPAYMENT TERMS			
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _____ YES _____ NO

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date _____, 20 _____
(Signature of Applicant)

Date _____, 20 _____
(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: _____

Date Approved: _____ Title: _____

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

Form RD 1942-46
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015
OMB NO. 0570-0062

LETTER OF INTENT TO MEET CONDITIONS

Date _____

TO: United States Department of Agriculture

(Name of USDA Agency)

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated _____. It is our intent to meet all of them not later than _____.

(Name of Association)

BY _____

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



**NAPOLI
SHKOLNIK PLLC**
ATTORNEYS AT LAW

ANDREW W. CRONER – PARTNER
360 Lexington Avenue, 11th Floor,
New York, NY 10017
(212) 397-1000 ext. 2573

July 21, 2023

VIA EMAIL

Steven Ellis - Town Administrator
One Avenue
ATurners Fall, MA 01376-
townadmin@montague-ma.gov

**Attorney Client Communication
Not Subject to Public Records Requests
Do Not Disseminate**

Re: *In Re: AFFF Products Liability Litigation*, MDL No. 2873
July 2023 Update

Dear Steven Ellis - Town Administrator:

I hope this letter finds you well. I am writing to provide you a status update regarding *In RE: AFFF Products Liability Litigation*, MDL No. 2873, currently pending in the United States District Court for the District of South Carolina.

There have been several significant developments over the past months. First and foremost, our senior partner Paul Napoli, along with the other two Co-Lead Counsel for the Plaintiff's Executive Committee ("PEC"),¹ agreed to two proposed settlements with Defendants 3M Company and DuPont on behalf of a nationwide class of Public Water Suppliers impacted by PFAS contamination. The proposed settlement with DuPont was announced on June 2, 2023, and provides total compensation of \$1.85 billion to be paid to Public Water Suppliers across the country to reimburse them for PFAS-related treatment and testing costs. The proposed settlement with 3M, announced on June 22, 2023, likewise provides compensation for Public Water Suppliers whose systems have been impacted by PFAS to cover associated treatment and testing costs, though the total compensation that 3M would provide under the settlement would be between \$10.5 and \$12.5 billion,² depending on the number of Public Water Suppliers who elect to participate in the Settlement. Together, these settlements are a significant victory for Public Water Suppliers and represent a critical step towards ensuring that the defendant manufacturers, and not the Public Water Suppliers themselves, shoulder the financial burden of remediating the contamination they have caused.

¹ Mr. Napoli and the other two Co-Lead Counsel have been designated as "Class Counsel" for purposes of the proposed settlements.

² The difference in compensation provided under the proposed settlements reflects the PEC's determination that 3M is responsible for a much larger share of the total liabilities in this litigation (approximately 70%) compared to DuPont (approximately 3-7%).

Both of the proposed settlements utilize a class action structure requiring that the Court grant preliminary approval to allow notice of the proposed settlements to be distributed to potential members of the settlement class, followed by a period for the potential class members to decide whether to participate in the proposed settlements, and then ultimately a “Final Fairness Hearing” where the Court will decide whether to approve the proposed settlements. In recent weeks, Class Counsel have filed motions seeking preliminary approval of both settlements that are currently pending before the Court. Over the next several months, the Court will be considering the terms of the proposed settlement as well as any objections that are raised. We will have much more to say about these settlements in the coming months, including specific information about how they will affect each of our clients. The purpose of this letter, however, is to provide an update on the most recent status conference in the case, which represented the Court’s first opportunity to address the proposed settlements since they were announced.

That status conference was held on July 14, 2023, where the Court began by expressing its appreciation for the hard work of all parties and counsel involved in negotiating the landmark settlements with 3M and DuPont. The Court then asked Class Counsel to provide a brief overview of the proposed settlements and how the compensation provided under each would be allocated amongst those Public Water Suppliers who elected to participate. During that discussion, the Court acknowledged that a key factor in negotiating the proposed settlements was the defendants’ ability to pay for their portion of the liabilities in the litigation, which, in the case of 3M, is not feasible considering its share of the total liabilities and the costs associated with those liabilities. The Court cautioned that no settlement is perfect and objecting to or opting out of the proposed settlements could have negative consequences, including continued litigation that could stretch for a decade³ and possible bankruptcy for certain defendants should the settlement collapse.⁴

In addition to the substance and terms of the proposed settlements, the Court also addressed the timing and procedures that would apply to its determination of whether to approve the proposed settlement. Specifically, the Court set deadlines for interested parties to object to preliminary approval of the proposed 3M and DuPont settlements on July 17 and July 24, 2023, respectively. In doing so, the Court explained that while it would consider such objections in deciding whether to preliminarily approve the proposed settlements, the standard for granting preliminary approval is low and has likely been met here.⁵ The Court further indicated that it planned to schedule a Final Fairness Hearing to hear objections to the proposed settlements very soon after the expiration of the 60-day period for objections/opt outs following preliminary approval (assuming it is granted). Thus, our expectation is the Court will

³ 7/14/23 Status Conference Tr. at 17:10-18:7 (“Let me be honest for folks who are considering opting out. Let me just be honest. We are probably several years away from me returning cases that aren’t resolved to my colleagues in the district court. . . . And it may well be that folks look at it and say, you know, on my particular situation, it’s just better to opt out. That’s their right. But we’re talking about years before -- and I would think if there were appeals and so forth, you’re probably talking about a decade before it would all be over. So you just need to weigh that.”).

⁴ *Id.* at 28:13-25 (“And, you know, let me say, I’ve watched cases that end up in bankruptcy. It isn’t pretty, isn’t pretty for anybody. It’s terrible for the company and it’s terrible for the plaintiffs. . . . And I take it that that was always a restraint on y’all in terms of what you were demanding because you realized at some point 3M is left with no option.”).

⁵ *Id.* at 29:22-25 (“[T]he standard [for preliminary approval] is pretty low. It’s in the range of a reasonable settlement. It’s a pretty low threshold.”).

preliminarily approve the proposed settlements within the next month or so, after which notice of the proposed settlements will be issued, and, following a 60-day period for objections/opt outs, the scheduling of a Final Fairness Hearing in mid-October or early November, if not sooner.⁶

Although the referenced settlements are significant and have the potential to resolve most or all water provider claims against 3M and DuPont, the larger litigation continues with respect to other defendants and other types of claims being pursued in the AFFF MDL. To that end, the PEC previously requested that the Court schedule another bellwether water supplier trial in the near term whose claims focused on defendants other than 3M and DuPont. At the status conference, the Court instructed the parties to begin negotiating a proposed order for selecting additional bellwether water supplier cases that focus on these other defendants and working them up with the goal of scheduling the next trial for the Spring of 2024.⁷

As you can see, the litigation is moving quickly now. Accordingly, now is the time for you as a plaintiff to assess your damages and ensure we have proof needed to prevail on your claims. You should have already received correspondence from us regarding the proposed settlements that included a questionnaire for you to complete with information that will assist in processing any claim you may make for compensation from those settlements, should you elect to participate. It is important that we receive that information as quickly as possible to ensure the timely submission of any claims for compensation under those settlements. In addition, you should continue to test your water system for PFAS and provide us with the results as soon as they are available, as well as inform of us of any actions you take to address PFAS contamination in your system and any costs you incur as a result.

We will continue to update you on the progress of your case and ongoing developments related to the proposed settlements. In addition, we are planning to hold a webinar in the coming weeks where we will provide a detailed overview of the proposed settlements for our clients and address yours and others questions about those settlements. We will provide more information about the logistics of that webinar (which will be recorded and made available to all our water supplier clients) in the coming days.

Your case is very important to us and we value the trust you have placed in us through our representation of your interests in this matter. If there is any way we can assist in the future, please do not hesitate to contact our office.

Sincerely,



Andrew W. Croner

⁶ See *id.* at 51:12-24.

⁷ *Id.* at 44:14-47:14.

AGREEMENT

Agreement dated this ____ of August, 2023, by and between the **City of Greenfield** (the “City”), having an address of 14 Court Square, Greenfield, Massachusetts 01301 and the **Town of Montague** (the “Town”), having an address of 1 Avenue A, Turners Falls, Massachusetts 01376, as the constituent members of the **Greenfield Montague Transportation Authority** (“GMTA”), who hereby represent, acknowledge and agree as follows:

Recitals

WHEREAS, GMTA is a transportation authority, organized in 1924 pursuant to the provisions of Chapter 599 of the Laws of 1920 (“Chapter 599”), which is now codified in Chapter 161, Sections 143 through 160, inclusive (the “Act”);

WHEREAS, pursuant to Chapter 599 and the Act, two or more cities/towns may unite for the purpose of establishing a Transportation Area, and create a body corporate or politic, which is vested with all the rights and powers and subject to all of the duties and obligations set forth in Chapter 599 and the Act;

WHEREAS, Chapter 161, Sections 150 and 151 establish the manner in which the respective communities comprising a Transportation Area are calculated, and those interests form the basis for the payment by the communities of the liabilities and obligations of the Transportation Area and the receipt of any surplus arising in connection with the operation of the Transportation Area;

WHEREAS, an Order of the Department of Public Utilities for the Commonwealth of Massachusetts, dated August 17, 1955 (the “DPU Order”) outlines the relationship between the GMTA and the City of Greenfield and the Town of Montague;

WHEREAS, as set forth in the DPU Order, the City of Greenfield had an interest of 69.3% in the GMTA and the Town of Montague had an interest of 30.7% in the GMTA;

WHEREAS, the GMTA is the owner of real property located at 382 Deerfield Street, and has cash on hand;

WHEREAS, upon the sale of the real property, the GMTA anticipates ceasing operations; and

WHEREAS, the City and the Town wish to memorialize their current respective interests in the GMTA, both for the purpose of determining responsibility for liabilities and obligations, and the receipt of any surplus upon the cessation of operation of the GMTA.

NOW, THEREFORE, in consideration of the above recitals, the covenants, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Allocation of Interests. The respective interests in the GMTA are as follows: City of Greenfield – 69.3% and Town of Montague – 30.7%. Said percentages shall be used to calculate both the obligations of the parties for the liabilities of the GMTA, and distribution of any surplus upon discharge of all indebtedness of the GMTA.

2. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party, and shall be deemed to have been given when delivered in hand; sent by registered or certified mail, return receipt requested, postage prepaid; sent by express courier service such as Federal Express, or upon confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), to the other party.

3. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

4. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the City and the Town.

5. Captions. The captions and headings throughout this Agreement are for convenience of reference only, and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provisions of, or the scope or intent of this Agreement, and shall have no legal effect.

6. Recitals. The Recitals to this Agreement are incorporated herein.

[Signature Page Follows]

In Witness whereof, the parties hereto sign this Agreement under seal as of the date above written.

TOWN OF MONTAGUE,
By its Selectboard

Richard Kuklewicz, Chair

Christopher Boutwell, Vice Chair

Matthew Lord, Clerk

CITY OF GREENFIELD,
By Its Mayor

By: _____
Roxann Wedegartner, Mayor