November 25, 2024

Via Email
walterr@montague-ma.gov

Walter Ramsey, AICP
Montague Town Administrator
1 Avenue A
Turners Falls, MA 01376

Town of Montague
1 Avenue A
Turners Falls, MA 01376
Attention: Selectboard

Re: Strathmore Footbridge

Dear Mr. Ramsey:

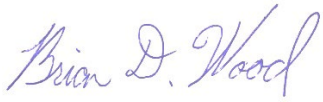
This will follow up on your recent email to FirstLight concerning the discovery of potential asbestos in utility conduits affixed to the Strathmore Footbridge. As you may be aware, FirstLight and the Town of Montague executed an agreement concerning the Strathmore Footbridge on October 6, 2021 (the "Agreement"). The Agreement was amended on December 19, 2022 (the "Amendment"). All capitalized used but not defined herein shall have the meanings assigned thereto in the Agreement or the Amendment.

The Agreement and Amendment grant FirstLight the right to remove the Strathmore Bridge, and FirstLight intends to proceed with the removal of the Strathmore Footbridge in the Spring of 2025. We look forward to working cooperatively with the Town on the Strathmore Footbridge removal.

The Agreement specifically states that the Town of Montague is the owner of the Utility Lines attached to the Strathmore Footbridge and addresses the Town of Montague's obligations with respect to the recent discovery of asbestos in the utility conduits over the Strathmore Footbridge. In Section 18 of the Agreement, Environmental Indemnity, the Town agreed to indemnify, defend, protect and hold FirstLight and all Indemnified Parties harmless from all costs and expenses associated with the discovery of Hazardous Substances on the Property. The obligation of the Town under the indemnity includes all costs of any required or necessary repair or cleanup and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. The indemnification specifically extended to the discovery of Hazardous Substances contained on, inside or a part of the lines affixed to the Strathmore Footbridge. The Agreement also specifies that "Hazardous Substances" includes asbestos.

Given the Town's clear responsibility for the investigation, cleanup and remediation of the potential asbestos, we ask that the Town take immediate steps to begin addressing this condition, particularly given FirstLight's plan to remove the Strathmore Footbridge in the Spring of 2025. FirstLight is available to coordinate and cooperate with the Town as needed on this effort. Your contact person at FirstLight for your work will be Dave Schmidt, who can be reached at David.Schmidt@firstlight.energy.

Very truly yours,



FirstLight Power

Please note that hard copies, as required by the Agreement, will be sent to:

Town of Montague
1 Avenue A
Turners Falls, MA 01376
Attention: Selectboard

cc: Jeffery T. Blake, Esq.
KP Law P.C.
101 Arch Street, 12th Floor
Boston, MA 02110