

**SELECTBOARD AND BOARD OF HEALTH
MEETING NOTICE
UPSTAIRS MEETING ROOM, 1 AVENUE A, TURNERS FALLS, MA**

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: <https://zoom.us/j/3574288147>

Meeting ID: 357 428 8147 Password: 814730

Dial into meeting: +1 929 205 6099 or +1 253 215 8782 or +1 301 715 8592

MONDAY, April 27, 2020

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

Meeting Being Taped

Votes May Be Taken

1. 6:00 PM Chairs open the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Selectboard Minutes of April 13, 2020 if available
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. 6:02 Personnel Board
 - RiverCulture Steering Committee Appointments: Lilith Wolinsky, Tammy Ketcham, Kristi Bodin, 2 years until 6/30/2020
 - Execute MOA with NAGE to include the position of Assistant Planner pending Town Meeting approval and funding.
 - Appoint Gina McNeely as Health Dept. Consultant, up to 4 hrs/week effective 4/20/20
5. 6:10 Carolyn Olsen, Town Accountant
 - Annual Town Meeting Logistics
6. 6:20 Jon Dobosz, Parks & Recreation Director
 - Parking Concerns at Rutters Park
7. 6:30 Update on Town response to COVID-19
 - Review Park Closures
 - Health Department Emergency Policies: Town Staff COVID Reporting and Mask Policies
 - Consideration of any expansion of mask requirements for businesses or the public
 - Discussion of Expenses related to COVID-19 to date
 - Discussion of any additional State Guidance

**SELECTBOARD AND BOARD OF HEALTH
MEETING NOTICE
UPSTAIRS MEETING ROOM, 1 AVENUE A, TURNERS FALLS, MA**

MONDAY, April 27, 2020

Page 2

8. 6:50 Brian McHugh, FCRHRA
- Authorization to Disburse No. 3, Invoice #2019-135-5, Spinner Park Restoration Project, Berkshire Design Group, Inc. \$2,050.00
9. 6:55 Walter Ramsey, Town Planner
- Discuss emergency assistance programming and possible reprogramming of GDBG grant funds for this purpose
 - Discussion of possible changes to 5th Street Pedestrian Bridge Replacement Project
 - Authorize professional services contract with GZA for Corrective Action Design Construction Services for the Burn Dump Capping Project. Estimated contract cost \$132,500
10. 7:10 Cassie Damkoehler
- Downtown Lamp posts: Discussion of Senior Recognition
11. 7:20 Town Administrators' Report
- Strathmore Building 2 Roof Repairs Needed
 - Kearsarge Update
 - DPW Garage Construction Update
 - Topics not anticipated in 48 hour posting

The next regularly scheduled Selectmen's Meeting will be held on **MONDAY, May 4, 2020** at the Montague Town Hall, 1 Avenue A, Turners Falls, MA

4A

Name: **WOLINSKY, LILITH**

MONTAGUE APPOINTED OFFICIAL

NAME:

Lilith Wolinsky

DATE:

4/27/2020

COMMITTEE:

RiverCulture Steering Committee

TERM:

2 years

TERM EXPIRATION:

6/30/2022

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 04/27/20

WOLINSKY, LILITH

personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the RiverCulture Steering Committee 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.

Name: **KETCHAM, TAMMY**

MONTAGUE APPOINTED OFFICIAL

NAME: Tammy Ketcham

DATE: 4/27/2020

COMMITTEE: RiverCulture Steering Committee

TERM: 2 years

TERM EXPIRATION: 6/30/2022

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/27/20

KETCHAM, TAMMY personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the RiverCulture Steering Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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APPOINTED OFFICIAL

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Name: **BODIN, KRISTI**

MONTAGUE APPOINTED OFFICIAL

NAME:

Kristi Bodin

DATE:

Monday, April 27, 2020

COMMITTEE:

RiverCulture Steering Committee

TERM:

2 years

TERM EXPIRATION:

6/30/2022

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 04/27/20

BODIN, KRISTI personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the RiverCulture Steering Committee 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.**

Lilith G. Wolinsky
312 Montague City Rd.
Turners Falls, MA 01376
April 8th, 2020

Dear Selectmen,

I am interested in serving on the River Culture Steering Committee. I bought a little house in Turners Falls 2.5 years ago, but have been drawn to Turners' eclectic character since I moved to Massachusetts in 2009. I work as a social worker, but have an ongoing interest in the arts, particularly in how it shapes culture, enhances the liveability of places, and can bring vitality and hope to the people who interact with or create it. I regularly inquire of my clients as to whether or not they have a creative practice, and I tend to think of creativity very broadly, and encompassing literature, food, gardens, textiles, sculpture, photography, ceramics, murals and more. I am a Town Meeting member, and would very much like to contribute to Montague's evolving sense of itself as a place where art, history and the natural world combine to make an exciting place to visit, and a lovely place to live. I think my interests and the Town would be well served by an appointment to the River Culture Steering Committee, and I hope you'll agree.

Thank you for your consideration.

Sincerely,

Lilith G. Wolinsky

~~415-517-8110~~

~~lilithwolinsky@hotmail.com~~

Planning Clerk

From: River Culture
Sent: Tuesday, April 14, 2020 1:21 PM
To: Planning Clerk
Subject: FW: Riverculture committee

From: Tammy Ketcham [~~mailto:millersfallsimprovement@gmail.com~~]
Sent: Friday, April 10, 2020 1:25 PM
To: River Culture
Subject: Riverculture committee

Tammy Ketcham
~~18 Bridge St.~~
~~Millers Falls MA 01349~~
4-10-20

Dear Selectmen:

I am interested in serving on the River Culture Steering Committee. I have been a resident of Millers Falls since 2014.

I have an ongoing interest in the arts, and think it is especially important to represent the interests of Millers Falls residents on the RiverCulture committee. I am also a member of the Miller's Falls Community Improvement Association.

You Signature

Tammy Ketcham

~~413-854-3709~~

~~ketchfamily@gmail.com~~

Kristi A. Bodin

~~100 Turnpike Road~~
~~Montague, MA 01351~~

~~Cell: 410.888.0040~~
~~bodin@cccgllaw.com~~

March 23, 2020

(by email c/o Suzanne LoManto - RiverCulture riverculture@montague-ma.gov
)

Town of Montague
Board of Selectmen
1 Avenue A
Turners Falls, MA 01376

RE: RiverCulture Steering Committee

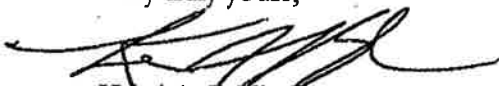
Dear Selectmen:

I am interested in serving on the River Culture Steering Committee. I have been a resident of Montague since 2002 and a Town Meeting member since – I can't remember when. I am a former member of the MCTV Board of directors (2012 to 2013) and was a short time member of the Cable Advisory Commission. I'm also an attorney in practice in Greenfield with Curtiss, Carey, Gates and Goodridge, LLP, and a member in good standing of the Massachusetts Municipal Lawyers Association. I have a good deal of experience in the areas of municipal and administrative law.

I have an ongoing interest in the arts, especially visual arts, and devote a lot of free time to creative endeavors. I follow the work of a number of local artists and crafters. As a small business attorney, I am interested in helping to grow the local economy, so I think this is a good fit for me. I can also offer social media and marketing skills to the committee.

I hope that you will consider appointing me to the RiverCulture Steering Committee; I understand that it needs new members in order to have a quorum and I am happy to offer my time to my community in this way.

Very truly yours,



Kristi A. Bodin

Memorandum of Agreement between the Town of Montague and the National Association of Government Employees

April 27, 2020

Whereas, the parties agree as follows:

To include in the unit the position of Assistant Planner, whose duties are to reflect the duties in the attached job description, which incorporates and subsumes the existing position of Cultural Coordinator. The position will be graded as Grade D and is expected to be a full-time position. The position will be posted in accordance with the Union contract. The Cultural Coordinator and Planning Clerk positions will be left vacant at such time as the Assistant Planner position is duly established and funded. They are not expected to be re-filled.

This agreement is subject to approval and funding by Montague Town Meeting. It is expected to appear on the 2020 Annual Town Meeting warrant, having received favorable recommendations from the Finance Committee and Selectboard. The scheduled date of the Annual Town Meeting has been changed from May 2 to June 13 in response to the ongoing coronavirus pandemic. While the Town hopes to be able to conduct that meeting as per the revised schedule, it cannot guarantee it.

For the Town, Montague Selectboard

For the NAGE Union,

Cheryl Clark
M. C. Clark
M. Ashwell

**TOWN OF MONTAGUE
JOB DESCRIPTION**

POSITION TITLE:	Assistant Planner	Date: July 2020
DEPARTMENT:	Planning and Conservation	Grade: D
REPORTS TO:	Town Planner	FLSA: Non-exempt

POSITION DESCRIPTION

The Assistant Planner provides technical assistance to the Planning and Conservation Department. The Assistant Planner is responsible for the day-to day management of the RiverCulture program for creative placemaking and will carry the subtitle of Creative Economy Coordinator for external communication purposes. The Assistant Planner also supports the Town Planner in administering the regulatory and strategic planning functions of the Department. The position will require the ability to operate comfortably in a wide range of contexts and tasks. Core duties include: cultivating partnerships for initiatives of the RiverCulture program, reporting to the RiverCulture steering committee, administering the regulatory functions of the Conservation Commission and Planning Board, and having responsibility for other community development projects as assigned by the Town Planner. The Assistant Planner will possess a working knowledge of planning and creative placemaking and will be expected to routinely operate independently or with minimum supervision when required. Night and after-hours meetings are required and will be split with the Town Planner. It is expected that approximately 25 hours per week is used for the Creative Economy Coordinator capacity and 10 is used to support other Planning Department responsibilities.

SUPERVISION/GUIDANCE RECEIVED:

Reports to and works under the direction of the Town Planner. Assistant Planner will exercise general supervision over vendors and volunteers as assigned.

ESSENTIAL SKILLS/DUTIES

Shall:

- Provide full staff support to the RiverCulture Steering Committee including developing agenda, organizing meetings, preparing reports, making recommendations and conducting analysis as necessary.
- Develop and maintain productive interpersonal relationships and work collaboratively across professional and departmental boundaries within and between organizations.
- Facilitate implementation of RiverCulture sponsored programs, events, initiatives, or projects.
- Serve as the Town's liaison to the Shea Theater Arts Center Board and to the Downtown partnership or its equivalent business association.

- Have a working knowledge of Massachusetts and federal laws/regulations that govern planning, development, subdivision control, zoning, and the Massachusetts Wetlands Protection Act.
- Manage permit case files of the Planning Board and Conservation Commission to ensure statutory and regulatory compliance, at the direction of the Town Planner.
- Prepare minutes and post agendas for the Planning Board and Conservation Commission. Attend meetings, as needed.
- Demonstrate the flexibility to lead special projects and other related duties as required, directed, or as situation dictates.
- Regularly exercise professional expertise, critical thinking judgment and initiative in determining courses of action relative to assigned projects.
- Proficiently utilize personal computers, business software (including Microsoft Office Suite), and manage web and social media content.
- Provide professional customer service in a public setting.
- Coordinate accurate departmental record keeping as appropriate.
- Provide community education for initiatives of the Planning Department and Montague Selectboard.
- Demonstrate ability to prioritize work with multiple projects simultaneously.
- Successfully meet deadlines.
- Work with confidential information.
- Understand and read site plans.

MINIMUM QUALIFICATIONS

Education

Bachelor's Degree in urban or community planning, public administration or related field is required or minimum three years working in a field related to community development or planning, or any equivalent combination of education and experience.

Professional certifications

none

WORKING CONDITIONS AND PHYSICAL DEMANDS

Work is split between a general office environment at a traditional workstation and field work involving occasional site visits to private and public properties, including wetlands, forested landscapes, and unimproved sites or those under construction. Local travel is common and occasional regional travel is required. Attendance at meetings regularly held on weeknights and occasionally on weekends is required. Position may occasionally require lifting and/or moving objects up to 25 pounds. Work attire appropriate to the daily schedule (field work, office, and meetings).

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

General ATM Options

1. What to include
 - a. All current articles
 - i. Length of meeting problematic/can we serve lunch and keep social distancing?
 - ii. Would be nice to get it all done and over with.
 - b. Keep only operating budgets on warrant #1-11, possibly #18-20 (WPCF) due to timing of needs.
 - i. Later meeting on non-operating items would need to use new Free Cash certification
 - ii. STM would definitely be needed prior to recap as some articles to be funded from taxation
 - iii. More time would allow for more information on FY21 revenue estimates and determination on whether reductions are needed in either operating budgets or special articles, or if reserves need to be used.
2. Where to hold
 - a. Video Conference Call
 - i. Unsure if all TM members have access to computer and internet
 - ii. Concern about counting votes
 - iii. Difficulties to date with smaller meetings don't provide a lot of confidence for mastering large meetings by 6/13.
 - b. TFHS Theater
 - i. Requires permission of BOH
 - ii. Use masks and social distancing
 - iii. There may be sidewalk construction to work around
 - iv. Location would make it easier to have full warrant, lunch still an issue (adjourn for an hour so people bring own or eat off-site?). Having people bring their own lunches would simplify social distancing and streamline process.
 - v. Modest cost for custodian
 - c. Tent
 - i. Location options are Unity Park and Sheffield playing field
 1. Use at Unity would interrupt normal public use
 2. Unsure of amount parking at Sheffield
 - ii. Expensive \$3,800. Additional cost if side panels needed due to inclement weather
 - iii. May be better used with shorter agenda
 - iv. A full agenda would require a lunch break – bring your own bag lunch?
3. Other potential adjustments
 - a. Minimize people on stage to Moderator, Clerk, and Counsel. Others normally on stage can sit in front row if likely to speak, in back row (in audience if TM member) if unlikely to speak.
 - b. Have a central mic to use for questions. Have people line up 6ft apart rather than have runners.

- c. Requests questions in advance so questions with answers can be distributed at meeting. Eliminates line for microphone (yeah, right 😊)
- d. Require all attendees to mask up.

Tent Rental Info for 6/13/20 ATM

The current long range forecast for 6/13 is a high of 78 and no rain.

Need access to bathrooms and power.

Typical ATM attendance is in the 80s. Assume 10 people for stage Clerk, Moderator, Council, T Admin, SB, FC Chair (most of FC and Acct can be in audience) but I'd put just Clerk, Moderator and Council at a long table in a 10' square tent, and have other typical stage people in front row of audience.

Did a bunch of calculations to see how many smaller tents would be needed, but deemed them to be impractical due to the additional ground/spacing for ropes.

Local Companies

Taylor Rental – Greenfield 413-773-8643, largest size is 20x40 for \$160/weekend. E-mailed, no response.

Paul Redeker – Bernardston 413-648-9093, looks like they have larger sizes, costs include setup and takedown, mixed reviews. E-mailed, no response.

Tent Rentals – Belchertown 413-992-6406, have 20x60 \$749. E-mail from website returned as undeliverable.

Party Patrol – Northampton 413-570-3716, mostly Hexagons (20' per side) and 20x20 tents

Hilltown Tents – Ashfield 413-628-4577 Quote received for 40x180' pole tent, 100 chairs, and 8x24' stage totaling \$3,800. No additional cost if tent left up Sunday.

Call GCC and ask about their tent - do they rent it from whom, do they own it-would they rent it to us. AP, 775-1311, left voice message with Mark Boudreau. No response.

Location options:

Unity Park – Tent this size has been there before. Close to bathrooms and power. Parking available. Con – would disrupt use of park for at least ½ day.

TFHS Football field – has irrigation system, so would be nightmare to set up tent.

Sheffield athletic field – no irrigation, access to bathrooms, power and parking.

Or back to original and hold it inside in the Theater? Would need BOH permission. School expects sidewalk work in mid-June, may need to redirect flow into building.

Other considerations:

If special articles at STM (rather than postponed from ATM), Free Cash used would come from new certification.

When I thought we could use multiple smaller tents:

To calculate # people per tent, I used a 10' grid, allowing one person at every cross point, including edges.

A 20x30 tent would fit 12 people. If you adjust the side to side distance to 7 feet, you can fit 15 people. Would need 6 tents

A 20x40 tent would fit 15 people. If you adjust the side to side distance to 8 feet, you can fit 18 people. Perhaps more if household members are allowed to sit closer together. We would need 5 20x40 tents.

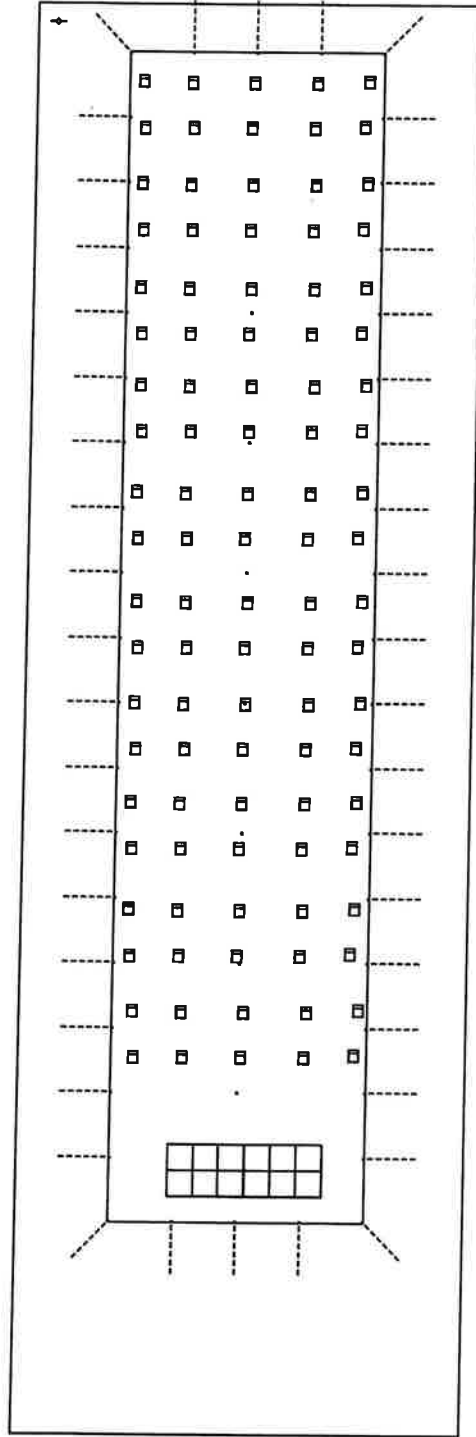
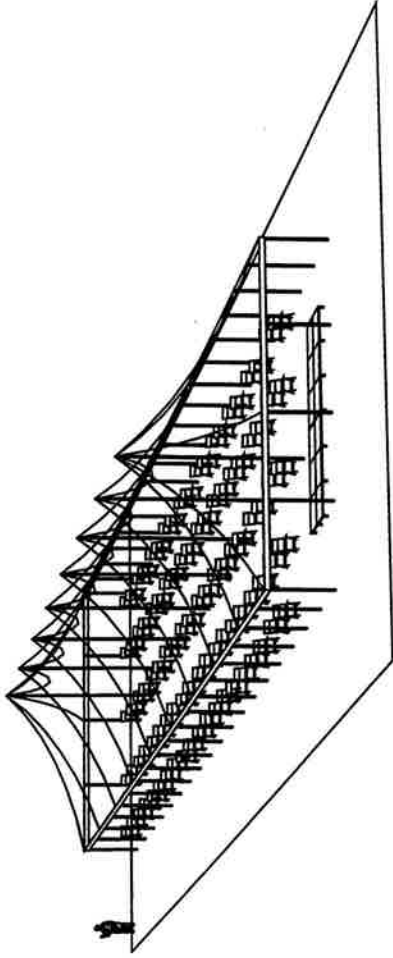
A 30x40 tent would fit 20-24 people depending on side to side spacing. We would need 4 30x40 tents,

A 20x60 tent would fit 21-24. We would need 4. 20x60 tents

Needed:

	10x10 or 15x15	plus 20x30 or 20x40 or 30x40 or 20x60				Total
	1	6	5	4	4	
Taylor	40	70	130	160		780-870

Hilltown Tents



Date: 6/13/2020
Project: Town of Montague
40' x 180' w/100 chairs
and 8' x 24' stage



Shirley A. Lilly & Gregory A. Lilly

Hilltown Tents

1144 Watson Spruce Corner Road
Ashfield, MA 01330

Estimate

Date	Estimate #
4/16/2020	3500

Name / Address
Town of Montague Town Accountant Carolyn Olsen 1 Aveue A Turners Falls, MA 01376

Location	Event Date	Contact
Unity Park or TFHS	6/13/20	Carolyn 836-3200 x121

Qty	Description	Cost	Total
1	40' x 180' Pole Tent	3,150.00	3,150.00T
100	White Folding Chair	1.70	170.00T
12	4' x 4' Section of Staging - this makes a 8' x 24' stage	40.00	480.00T
1	Building Permit - to be determined	0.00	0.00
Side curtains will be available for \$1.50 p/running foot if necessary.			
		Subtotal	\$3,800.00
		Sales Tax (6.25%)	\$237.50
		Total	\$4,037.50

Please make check payable to: Shirley A. Lilly and return with one signed copy of the Estimate in the enclosed envelope. Signing of this Estimate acknowledges that I have read the Renters Check List and General Information Sheet and agree to all terms stated therein.

SIGNATURE _____

7B
1



MONTAGUE BOARD OF HEALTH

One Avenue A · Turners Falls, MA 01376

Telephone 413- 863-3200 Ext. 205 · Fax 413 -863 -3225

DANIEL WASIUK
DIRECTOR OF PUBLIC HEALTH

TEMPORARY EMERGENCY POLICY FOR TOWN OF MONTAGUE EMPLOYEES

APRIL 21, 2020

RE: EMPLOYEE REPORTING POLICY DUE TO COVID-19 (CORONAVIRUS) PANDEMIC

Dear Town of Montague Employees:

The Montague Board of Health in consultation with the Town Administrator and the Emergency Management Director, is officially declaring a Temporary Emergency Policy regarding all Town of Montague Employees. This Employee Reporting Policy is implemented due to the infectious disease COVID-19 and shall be implemented immediately.

Pursuant to the Town of Montague Declaration of Emergency, the Montague Board of Health has determined that this policy must immediately be enacted to prevent or mitigate the possible transmission of COVID-19 by and among the Employees of the Town of Montague. This is a precautionary, temporary requirement for all employees.

Under this Employee Reporting Policy, all Town of Montague Employees shall be required to report to their respective Supervisor and not come into work should any respiratory/flu-like symptoms indicative of COVID-19 exist (these constitutional symptoms include: coughing, fever/chills, flushed appearance, or high-grade fever equal or greater than 100F). In addition, all Employees are required to communicate to the Supervisor if they are pursuing COVID-19 testing, whether through the directive of a primary physician or other means. This communication shall be done upon making the decision to be tested, prior to initiating the COVID-

The Town of Montague is an Equal Opportunity Provider and Employer

19 test, to ensure against a delay that might lead to accidental exposure of coworkers or the public.

Again, Town of Montague Employees are required to “stay at home” should they exhibit any respiratory/flu-like symptoms and/or a COVID-19 test is scheduled to take place. Employees shall make all effort to contact their Supervisor with this information and take appropriate measures to minimize the spread and acquisition of COVID-19. Decisions to return to work shall be made in consultation with the Town Nurse, subject to approval by the Health Director.

Please contact the me with any questions you may have pertaining to this Temporary Emergency Policy.

Sincerely,

Daniel Wasiuk, Director of Public Health

The Town of Montague is an Equal Opportunity Provider and Employer



MONTAGUE BOARD OF HEALTH

One Avenue A · Turners Falls, MA 01376

Telephone 413- 863-3200 Ext. 205 · Fax 413 -863 -3225

DANIEL WASIUK
DIRECTOR OF PUBLIC HEALTH

FACE MASK POLICY FOR TOWN OF MONTAGUE EMPLOYEES

APRIL 21, 2020

RE: USE OF FACE MASKS BY EMPLOYEES TO SUPPRESS THE SPREAD OF COVID-19

Dear Town of Montague Employees:

The Montague Board of Health, in consultation with the Town Administrator and the Emergency Management Director, is requiring all Town of Montague Employees to wear face masks (a form of Personal Protective Equipment covering the mouth and nose of individuals) while interacting with the public and/or with other Town Employees. This official requirement to wear facial masks is to be immediately implemented by all Town Employees and enforced by individual Department Supervisors.

This is a Temporary Emergency Policy. The Board of Health, in union with the Town Administrator and the Emergency Management Director, are implementing this new policy to mitigate the spread and infection of COVID-19 and better ensure employee health continuity of operations.

The usage of facial masks is conducive to mitigation efforts in combating the spread of COVID-19. Please utilize any type of face mask commonly referenced as a means to limit the spread of the disease (it does not need to be a surgical mask), in order to protect not only yourselves, but other individuals in the vicinity. Again, at this point-in-time all Town of Montague Employees will be required to wear facial masks for protection of COVID-19. Supervisors will have access to a stock of masks provided by the Emergency Management Director, distributed through Town Hall and the DPW.

Any questions, please contact the Montague Board of Health.

The Town of Montague is an Equal Opportunity Provider and Employer



AUTHORIZATION TO DISBURSE No. 3
Invoice # 2019-135-5
TOWN OF MONTAGUE FY19 (6K)
SPINNER PARK RESTORATION PROJECT
Contractor: Berkshire Design Group, Inc.
4 Allen Street
Northampton, MA 01060

Date: April 22, 2020

Original Contract Amount:	11,000.00
Addenda	-
Total Contract	11,000.00
Total Paid to Date:	1,650.00
Balance:	9,350.00
This Invoice:	2,050.00
Balance:	7,300.00

Work Items Complete:

See attached invoice #2019-135-5 dated: April 10, 2020

FY2019 CDBG

I have reviewed this invoice on April 22, 2020 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$ 2,050.00.**



Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



Berkshire Design Group

4 Allen Place, Northampton, MA 01060
413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.
Attn: Mr. Brian Mchugh
241 Millers Falls Rd.
Turners Falls, MA 01376

INVOICE # 2019-135-5

April 10, 2020

Project No: 2019-135

Re: Spinner Park Bidding & Construction Administration

For professional landscape architectural, civil engineering and land surveying services listed below for the period March 1, 2020 to March 31, 2020:

Email Invoices To: bmchugh@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Construction Documents	\$11,000.00	33.64%	18.64%	\$2,050.00
	\$11,000.00			
Subtotal Task Charges				\$2,050.00
INVOICE TOTAL				\$2,050.00

Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.



Known for excellence
Built on trust.

GEOLOGICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

185 Valley Street
Suite 300
Providence, RI 02909
T 401.421.4140
F 401.751.8613
www.gza.com



April 23, 2020
File No. 18-222

Town of Montague
1 Avenue A
Turners Falls, MA 01376

Re: Proposal for Corrective Action Design Construction Services
Solar Energy Project
Montague, Massachusetts

GZA GeoEnvironmental, Inc. (GZA) is pleased to provide this proposal to The Town of Montague (Client) for third party construction engineering services to oversee the construction of a final cover system for the former burn dump off Sandy Lane in Montague, MA. The final cover system has been reviewed and approved by the MassDEP as part of the Corrective Action Design (CAD) Permit to construct the proposed landfill closure system. Ultimately, the proposed landfill closure system is needed to support post closure use of the landfill as a solar array facility as proposed by Kearsarge Energy LP. This proposal has been prepared based on Scope of Services outline and discussed with Kearsarge in e-mail correspondence dated April 10, 2020.

PROJECT UNDERSTANDING

GZA understands that the Town intends to construct solar array facilities on top of the landfill cap. The landfill has not yet been capped and requires the installation of a final cover system. The Town and Kearsarge are proposing to construct a solar array facility on the landfill, following the construction of the proposed final cover system. The final cover is proposed to consist of 1.5 feet of low permeability soil (design hydraulic conductivity is 1.0×10^{-5} cm/sec) overlain by 8 inches of vegetative support soil. The proposed solar facility has been approved by the MassDEP as part of Post Closure Use Permit (PCUP) for the facility.

In the PCUP application, Kearsarge proposed to construct and operate an approximately 3.22 MW DC/2.5 MWAC photovoltaic ("PV") power system on the surface of the former Landfill and the adjacent area. The system will consist of about 2.84 MW DC of ground-mounted panels and 379 kW DC of canopy-mounted panels. The canopy will be installed off the Landfill and will be used as a parking area for vehicles and equipment. The project will also include a battery storage system with an output capacity of 1,270 kW AC and a storage capacity of 2,600 kWh. Approximately 4.84 acres of the Landfill will be used for the solar array, out of a total area of 7.6 acres. About 5.5 acres of adjacent land will be used for the remainder of the array. The system will include approximately 8,034 PV modules of 400 and 405-watt output capacities. Conversion from AC to DC will be conducted by string inverters mounted on concrete ballasts within the field of panels. Transformers and panel boards will be mounted on concrete pads near the grid interconnection, off the Landfill cap. The battery storage unit will be located on a concrete pad next to the transformer pads. The project will be constructed on portions of two Town owned parcels off Sandy Lane.

As of this date, the Landfill has not received final cover and is not considered to be closed in accordance with the MassDEP regulations. Therefore, the Town has submitted a CAD to construct the final cover system over the Landfill prior to installing the proposed solar array system. The PCUP was approved by The Massachusetts Department of Environmental Protection (MADEP) on



April 5, 2019 under Authorization Number SW26-0000014 and the CAD was approved on April 5, 2019 under Transmittal Number X272789.

OBJECTIVES

GZA's objective is to provide construction engineering services in accordance with the CAD permit conditions issued by MassDEP for the site.

SCOPE OF SERVICES

GZA will provide third party construction engineering oversight services during the construction phase of the above listed project.

Our construction phase services will include the following work tasks:

Task 1. MassDEP BWP SW 22 Minor Modification Application

GZA will prepare and submit the MassDEP BWP SW 22 Minor Modification Application Form to MassDEP to file for an extension of the original permit. GZA has assumed that application fees will be paid directly by the Town to MassDEP and that a copy of the original CAD application will be provided to GZA for use in preparing this submittal.

Task 2. Groundwater and Leachate Elevation Evaluation

The CAD requires piezometric measurements at select groundwater monitoring wells to gauge groundwater response to existing landfill drainage systems. The monitoring programs require piezometric measurements under the normal operating condition of the drainage system and measurements with the drainage system plugged, as outlined below.

Prior to plugging the landfill drainage system, GZA will gauge and record groundwater elevations at the existing monitoring wells (MW-B and TW-6A), the drainage system manhole within the landfill limits, and nearby wells outside the landfill limits (TW-3A and MW-H) three times at two- month intervals to measure the groundwater elevations.

During the same monitoring events, GZA will observe the slope below the landfill to assess the elevation(s) at which groundwater may be seeping out of the slope. GZA has included one day of survey utilizing and auto level to measure the elevations of the top of well casings and slope benchmarks. GZA will prepare a groundwater contour map for each monitoring round based on the elevation data.

Following installation of the temporary plug, GZA will monitor groundwater levels and leachate seepage elevations, if present, on a quarterly basis for a period of two years. The monitoring will be reported to MassDEP on a semi-annual basis. The report will also include observations regarding any observable positive or negative impacts potentially attributable to the temporary plug, such drainage along the path of the drainage pipe, increases in the volume of leachate seeps or appearance of new seepage and signs of ground instability, erosion, etc.

If any active leachate seeps are observed on the slope below the Landfill, GZA will establish and sample a minimum of one leachate seep location. This location will be sampled one time, assuming there is adequate flow, before the temporary drainage system plug is installed. This location will be added to the semi-annual groundwater and surface water sampling network and analyzed for the same parameters as the existing surface water sampling locations. We have assumed that laboratory analysis will only be required for Volatile Organic Compounds (VOCs) and Semi-Volatile Organic Compounds (SVOCs), and metals. If the location of the leachate seep(s) changes in the future the location of the seep sampling will be changed as necessary to be able to collect a representative sample. Any changes in the sampling location will be a documented in the narrative and mapping of the monitoring report(s).



Task 3. Landfill Gas Monitoring

GZA will screen the landfill gas monitoring wells installed on the northern edge of the final cover system for methane (%), carbon dioxide (%), oxygen (%), and balance gas (%) on a semi-annual basis corresponding to the groundwater and surface water monitoring program as outlined in Task 2 above. This proposal includes two (2) years of Landfill Gas Monitoring on a semi-annual basis.

Task 4. Preconstruction Submittals

GZA will work with the client to receive and review preconstruction submittals from the selected landfill capping contractor. Submittals will include:

- Project schedule
- List of key personnel
- Site specific health & safety plan
- Summary of equipment and construction materials
- Material source identification and associate Quality Control data
- Material conformance to the project specifications
- Stormwater Pollution Prevention Plan
- Other work plans

Task 5. Third Party Construction Engineering

GZA will provide third-party, independent construction engineering services overseen by a Professional Engineer Registered in the Commonwealth of Massachusetts. GZA construction oversight engineers will be knowledgeable in landfill design and construction. GZA's field engineer will observe the overall construction of the landfill cap. In accordance with the CAD conditions, GZA's field engineer will be present at the site during the construction of the final cover system, and associated appurtenances. GZA's field engineer will work under the direct supervision of a Professional Engineer Registered in the Commonwealth of Massachusetts and will perform construction oversight responsibilities in accordance with the MassDEP Landfill Technical Guidance Manual (1997).

The duties of the GZA field engineer will include:

- Observation of the installation and construction of the components of the landfill cover system
- Verify the final grades of the landfill cap
- Observation and confirmation of QA/QC testing and data generated by the testing program;
- Documentation of construction and QA/QC activities

After site visits, GZA will produce a written field summary documenting the number of on-site site personnel, equipment operating, work performed during the visit, general site housekeeping, conformance to best practices, adherence to construction documents and permits and documentation of construction means and methods and materials installed. GZA's documentation will be limited to the work observed during the site visit.

If required, in accordance with the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) GZA will perform site inspections as required on a routine basis, i.e., at least once every seven days and within 24 hours of the occurrence of a storm event with 0.25 inches of precipitation or greater. GZA will provide a qualified field engineer/scientist to perform weekly Site inspections throughout the duration of construction. Pertinent



observations requiring immediate action will be brought to the attention of the Site Superintendent at the time of GZA's inspection. Inspection reports with observations, any necessary maintenance or corrective actions, and photographs will also be taken and submitted to the contractor for signature. This task does not include monthly reporting required under the CGP. GZA has not included the cost of preparing and submitting the NDPDES Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) to MassDEP as part of this scope. A separate proposal can be requested for those services if required.

GZA's scope for this task does not include modifications to the approved CAD. If design modifications are necessary due to conditions encountered during construction, a separate proposal can be provided for those services. Further, GZA is not responsible for errors, flaws, or omissions in the submitted CAD or the costs which result from those errors, flaws, or omissions.

Task 6. Construction Completion Report

Within 90 days following the completion of the construction of the landfill cap, GZA will submit a completion report to MassDEP that either certifies that the work was completed in accordance with the approved plans and specifications and the conditions of the CAD or detailing deviations from the CAD. This report will be signed and stamped by a Professional Engineer registered in the Commonwealth of Massachusetts. GZA has not included the cost of completing a construction as-built survey in this task, we assume the as-built survey will be provided by the Contractor and stamped by a licensed surveyor retained by the Contractor.

BASIS OF CHARGES AND FEE ESTIMATE

Billings for GZA's professional services will be based on actual time and material in accordance with the attached Schedule of Fees. Charges for rental of in-house equipment will be billed to Client at standard rates without markup; outside subcontractors and direct expenses will be billed at cost plus 15 percent markup. The estimated budget for this proposal is summarized by Task below:

Task		Cost Per Unit	Number of Units	Estimated Cost
Task 1	MassDEP BWP SW 22	\$1,000	-	\$ 1,000.00
Task 2	Groundwater and Leachate Evaluation	\$3,500 per round	11 rounds	\$ 38,500.00
Task 3	Landfill Gas Monitoring	\$500 per round	4 rounds	\$ 2,000.00
Task 4	Preconstruction Submittals	\$6,000	-	\$ 6,000.00
Task 5	Third Party Construction Engineering	\$8,000 per week	10 weeks	\$ 80,000.00
Task 6	Construction Completion Report	\$5,000	-	\$ 5,000.00
Estimated total cost				\$ 132,500.00

SCHEDULE

GZA will be able to start work immediately upon the receipt of the Notice to Proceed and upon the receipt of the documents required to complete individual tasks.



GZA is submitting this proposal with the belief that we will be able to fulfill the scope requirements during this COVID-19 Pandemic crisis. If performance is rendered impossible because of the impacts of COVID-19, GZA will notify Client of that Force Majeure event.


TERMS AND CONDITIONS AND PROPOSAL ACCEPTANCE


Terms and Conditions of Engagement are outlined in the attached Statement of Terms and Conditions, which are an integral part of this agreement. Notwithstanding the foregoing, You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct. GZA will not be responsible for the acts or omissions of engineer, contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any other party's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of other party's to comply with contracts, plans, specifications or laws. ***This proposal may be accepted by signing in the appropriate spaces below and returning one complete copy (with attachments) to us.*** This Proposal for Services and Terms and Conditions shall constitute the entire agreement between the parties. The fees in this proposal may be subject to change if not accepted within 30 days from the date of issue. Issuance of a purchase order implicitly acknowledges acceptance of the attached Terms and Conditions.


Thank you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to call us.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.


Ryan DaPonte, P.E.
Project Manager


Edward A. Summerly, P.G.
Project Reviewer


Todd R. Greene, P.E.^{RI}
Associate Principal

Attachments: Schedule of Fees (2020)
Terms and Conditions of Engagement



This Proposal for Services and Terms and Conditions of Engagement are hereby accepted and executed by a duly authorized signatory, who, by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of The Town of Montague.

TOWN OF MONTAGUE

By: _____ Title: _____

Typed Name: _____ Date: _____

Billing Address (if different from above):

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Schedule of Fees – Calendar Year 2020

Page | 1 of 1

Client ("You"): Town of Montague

Proposal No: 03.P000222.18

Date: April 23, 2020

Senior Principals	\$ 230 per hour
Principals	\$ 225 per hour
Associate Principals	\$ 215 per hour
Senior Technical Consultant	\$ 215 per hour
Senior Project Manager	\$ 190 per hour
Project Manager	\$ 165 per hour
Assistant Project Manager	\$ 145 per hour
Engineer/Geologist I	\$ 115 per hour
Engineer/Geologist II	\$ 110 per hour
CAD Designer Grade I	\$ 140 per hour
CAD Designer Grade II	\$ 115 per hour
CAD Designer Grade III	\$ 105 per hour
Senior Administrative Assistant	\$ 108 per hour
Administrative Assistant	\$ 88 per hour
Project Support	\$ 75 per hour
Outside Services and Out-of-Pocket Expenses	Cost Plus 15%

The above rates for Technical and Support Personnel will be charged for actual time worked on the project. In addition there will be charges for:

- ... Time required for travel from Company office to job or meeting site and return, or from/to home if mileage is less.
- ... For work requiring out-of-town overnight stay, the minimum charge for work on the project will be eight (8) hours per day.
- ... Laboratory service charges based on standard unit prices.
- ... Communication fee charged at 3.0% of labor invoiced for total cost of local, long distance, and cellular phone equipment and connectivity; electronic data communication and transmission; facsimile and document scanning; and USPS postage.
- * *A fifty percent (50%) premium will be added to the above rates for expert witness and other special services of Senior Principals, Principals, and Associate Principals.*
- * *Labor rates may be adjusted on an annual basis commensurate to salary increases.*



**TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
INCLUDING SITE INVESTIGATION, REMEDIATION,
GEOTECHNICAL, CONSTRUCTION, AND TESTING**

© 2009 by GZA GeoEnvironmental, Inc.

Client: Town of Montague

Proposal No: 03.P000222.18

Site: Solar Energy Project, Montague, MA

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named above.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

1. Services. GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.

2. Standard of Care; Warranties.

- a. GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
- b. GZA warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
- c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**
- d. GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.

3. Payment.

- a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
- b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.

4. Your Responsibilities.

- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
- b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and

- (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. Right of Entry; Site Restoration. You grant GZA and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

6. Underground Facilities. GZA's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:

- (i) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
- (ii) that are not correctly marked by the appropriate utility.

7. Reliance. The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**

8. Lab Tests and Samples. GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.

9. GZA Professionals. GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

10. Hazardous Materials; GZA "Not a Generator". Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.

11. Limits on GZA's Responsibility. GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

12. Changed Conditions.

- a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

13. Documents and Information. All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

14. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

15. Confidentiality; Subpoenas. Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

16. Insurance. During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.

17. Indemnification. You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

18. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

19. Disputes.

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

20. Miscellaneous.

- a. Rhode Island law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

WendyB-Montague Board of Selectmen

10

From: Michael Nelson <michaelnelson1962@gmail.com>
Sent: Tuesday, April 21, 2020 3:23 PM
To: StevenE - Montague Town Administrator; WendyB-Montague Board of Selectmen; Chris Boutwell (cboutwell@martignetti.com); Richard Kuklewicz
Cc: Cassie Damkoehler; River Culture
Subject: Re: Senior Tribute Banners

Good afternoon all,

Please see below the project being proposed and orchestrated by resident Cassie Damkoehler. (Note: Cassie is a school committee member, but this endeavor is not being lead by the SC). I spoke with Cassie earlier and they are looking to use the 30+- lamp posts along Avenue A and in Peske Park. This type of recognition is taking place in many communities across the country to help mitigate some of the social losses senior high school students are experiencing (no sports, prom, graduation, etc). I would request that Wendy add "Downtown lamp posts: Discussion of Senior Recognition" to Monday's agenda so we can discuss as a group.

I have included Walter and Suzanne on this email for any ideas and support River Culture may be able to offer. I have cc'ed Cassie on this email should anyone wish to reach out to her prior to Monday's meeting.

On Tue, Apr 21, 2020 at 3:01 PM Cassie Damkoehler <cdamkoehler215@gmail.com> wrote:
Dear Selectman Nelson,

I would like to make a proposal for the town to allow the class of 2020 to display senior banners along the downtown light posts during the graduation season. Also there is nothing we can do to give them back all they will be missing, this could be a wonderful gesture. We have secured a manufacturer for these banners and will be looking for community donations to assist in the cost of brackets. These brackets would simply wrap around the light posts and are easily removable when banners are taken down. There would be no lasting effects on the light posts. We currently have 48 seniors and my proposal would be to display them down Avenue, in the park, and possibly onto 3rd street if necessary.

I hope you consider and approve this request.

Thank you,

Cassie Damkoehler

Sent from my iPhone

Michael M Nelson, M.B.A.