

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, July 24, 2023

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/81109070328>

Meeting ID: 811 0907 0328 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

- 1. 6:30 PM** Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:31 Approve Selectboard Minutes from July 10, 2023
3. 6:32 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. 6:35 Cindy Bayer, Rustic Romance, 26 East Main Street, Millers Falls
 - 1 Day Beer & Wine License, Sip N' Shop, September 22, 2023
 - 1 Day Beer & Wine License, Sip N' Shop, November 10, 2023
5. 6:43 Adam Tobin, Unnameable Books, 66 Avenue A, Turners Falls
 - Request to place a wheelchair ramp in the public right of way (sidewalk in front of 66 Avenue A)
6. 6:50 Annie Levine, Great Falls Farmers Market
 - Request to place Great Falls Farmers Market sandwich board (36" x 54") sign on Montague Center Common from now until October 28th.
7. 6:55 Maureen Pollock, Town Planner
 - Execute Municipal Vulnerability Preparedness Program Grant to complete the MVP 2.0 Pilot Process, \$95,000
8. 7:05 Brian McHugh, Franklin County Regional Housing and Redevelopment Authority
 - As the first step in the Grant Close Out Process, review and authorize signature on the Final Quarterly Report for CDF-G-2020-Montague-00896 Community Block Grant Program Activities
 - Authorize Payment #11 to Berkshire Design Group, in the amount of \$1,100.00 for professional landscape architectural, civil engineering and land surveying services for the **FY21 MONT CDBG** Avenue A Streetscape Phase III Continuation Project.
9. 7:15 Fall Special Town Meeting
 - Proposed date: 10/11/23
 - Open Special Town Meeting Warrant

Montague Selectboard Meeting
Monday, July 24, 2023
Page 2

10. 7:20 Walter Ramsey, Assistant Town Planner
- Update on ongoing procurements
11. 7:30 Montague Burn Dump Corrective Action Design Plan (Steve Ellis)
- Consideration and approval of agreement with Kearsarge Montague BD LLC for completion of and payment for repairs to the Montague Burn Dump cap consistent with MassDEP - approved Corrective Action Design plan, as a modification to the April 13, 2020 solar lease agreement.
 - Consideration and approval of addendum to solar lease dated August 21, 2017 with Kearsarge Montague LLC to provide for a temporary abatement of certain annual lease payments, in connection with the repairs to the Montague Burn Dump cap.
 - Update on July storm impacts
12. 7:40 Town Administrator Business
- Resignation of Selectboard Administrative Assistant Shayna Reardon, effective August 24, 2023
 - Award 3-Year contract (FY25-27) for curbside trash and recycling collect and hauling, and trash disposal to Casella Waste Management of Massachusetts, Inc.
 - Advisement of Purchase and Sale Agreement for the Greenfield Montague Transportation Authority Property at 382 Deerfield St., Greenfield MA
 - Execute MOU for Regional Household Hazardous Waste Collection event, Saturday September 3, 2023
 - Execute MOU regarding Third-Party Inspection of the Town's Municipal Transfer Station
 - Termination of GreenHouse Cannabis Group, Inc. Host Community Agreement, and request for refund of \$4,315.50 in collected fees or pre-payments.
 - Discuss and Approve Proposed Clean Water Trust State Revolving Fund Grant Application
 - Approve MIIA Risk Management Grant Submission
 - Colle/Shea roof project expected to start September 1, 2023
 - Topics not anticipated within the 48 hour posting

OTHER:

Next Meeting: Selectboard, Monday, August 7, 2023 at 6:00 PM, 1 Avenue A, Turners Falls and via ZOOM

TOWN OF MONTAGUE
Special and One Day License – Application Form
(M.G.L. Ch. 138 S. 14)

CHECK ONE

X

Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: FRIDAY, SEPT 22, 2023

1. Full name, address and phone number(s) of the organization making this application:
RUSTIC ROMANCE
26 EAST MAIN ST, MILLERS FALLS, MA. 01349
2. Full name, address and phone number(s) of manager who shall be responsible for the license:
CINDY L. BAYER 413 774-3259
472 Millers Falls Rd, Millers Falls, MA 01349
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES X NO _____
4. Nature of Event SIP N' SHOP Number of Attendees 100
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES _____ NO X
6. Location where event shall be held: 26 EAST MAIN ST, MILLERS FALLS, MA 01349
7. Has the approval of the property owner been obtained? YES X NO _____
8. Exact times of the license: FROM 3 o'clock AM/PM PM TO 7 o'clock AM PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES X NO _____ If so, when? FEB 10, 2023
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES _____ NO X
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access. ON STREET PARKING E. MAIN ST + BRIDGE ST
12. Proof of Liquor Liability Insurance provided? PENDING APPROVAL OF LICENSE
Date _____

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

Cindy L. Bayer 7/18/23
Authorized Representative and Title Date

Office Use Only:

Date Approved: _____

Days Permit Issued For: _____

Date License Issued for: _____

Police Chief Signature: _____

Select Board Chair Signature: _____

Certificate of Completion

This Certificate of Completion of
eTIPS Off Premise and Delivery
For coursework completed on September 13, 2022
provided by Health Communications, Inc.
is hereby granted to:

Cindy Bayer

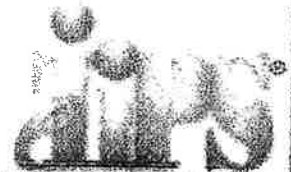
Certification to be sent to:

**Rustic Romance At Bayer Farm
26 E Main St
Millers Falls MA, 01349-1322 USA**



HEALTH COMMUNICATIONS, INC.

This document is not proof of TIPS certification. It verifies only that you have completed the course. Valid certification documents will be forwarded to you.



4B

TOWN OF MONTAGUE
Special and One Day License – Application Form
(M.G.L. Ch. 138 S. 14)

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Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: FRIDAY, November 10, 2023

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2. Full name, address and phone number(s) of manager who shall be responsible for the license:
CINDY BAYER 413 774 3259
472 MILLERS FALLS RD, MILLERS FALLS, MA. 01349
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES X NO _____
4. Nature of Event SIP N SHOP Number of Attendees 100
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES _____ NO X
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12. Proof of Liquor Liability Insurance provided? PENDING APPROVAL Date OF LICENSE

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

Cindy L. Bayer
Authorized Representative and Title

7/18/23
Date

Office Use Only:

Date Approved: _____

Days Permit Issued For: _____

Dates License Issued for: _____

Police Chief Signature: _____

Select Board Chair Signature: _____

Certificate of Completion

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Selectboard

Town of Montague

1 Avenue A

(413) 863-3200 xt. 108

Turners Falls, MA 01376

FAX: (413) 863-3231

LICENSE TO PLACE AN OBJECT IN THE PUBLIC RIGHT OF WAY

Montague By-Laws, Article IV Sections 2, 3, 4 & 5

Date: July 19, 2023

Name of Applicant: Adam Tobin

Organization/Business: Unmahaebe LLC / Unnameable Books

Address: 66 Avenue A

Contact Phone: (347) 244-3863 e-mail: adamtobin@mindspring.com

Description of Object: wheelchair ramp

Placement Location: on sidewalk in front of 66 Avenue A

Duration: indefinitely

____ Attach detailed drawing/map showing placement of object in public right-of-way

____ Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$2Million Group.

Applicant Signature: [Signature] Date: 07/19/23

Montague By-Laws:

Section 2: No person shall break or dig up the ground in any street or public way in the Town, or erect any staging thereon, or place thereon any wood, coal, brick, lumber, or other material, in such a manner as to obstruct or impede the free use of said street or way for public travel, or place any rubbish in such street or way, without a written license from the Selectboard.

Section 3: Any person, business or corporation desiring to place any structure or object on or in any public way must first obtain a permit from the Selectboard. The term public way as used in this article shall include sidewalks.

Section 4: Every such license shall specify the time it shall continue in force and shall impose such conditions and restrictions regarding the extent of said obstructions, and in reference to erecting barricades, maintaining lights, and taking other precautions for the safety of travelers and other persons, as may seem needful to the Selectboard.

Section 5: Every person receiving such license, shall at the expiration of the time limited therein, leave such streets or ways in a condition acceptable to the Selectboard, and all work done under such license shall be under the general supervision of the Superintendent of Streets.

DPW Superintendent: [Signature] Approval Signatures: _____ Date: 7/20/23

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

WendyB-Montague Selectboard

From: Adam Tobin <adamtobin@mindspring.com>
Sent: Thursday, July 13, 2023 8:45 AM
To: WendyB-Montague Selectboard
Subject: Requesting permission for a wheelchair ramp

Hi,

I am a bookseller who will be opening a store ("Unnameable Books") at the old Hubie's Tavern at 66 Avenue A (and also I am the manager of the LLC that now owns the building there). I've been told that I need to ask the selectboard's permission to build a wheelchair ramp on town property, which I would like to do to help make the store more accessible. May I attend the next meeting of the selectboard in order to make this request?

I can bring drawings of the proposed ramp, or anything else that would be helpful.

Thanks!
Adam Tobin
Unnameable Books
&
UnmaInaebe LLC

- 20' from ramp to curb
- 6' from ramp to planter
- Will be same size as the ramp at Loot

WendyB-Montague Selectboard

From: Bill Ketchen - Building Inspector
Sent: Wednesday, July 19, 2023 4:38 PM
To: WendyB-Montague Selectboard
Subject: Re: Requesting permission for a wheelchair ramp
Attachments: A 1.1 ACCESSIBILITY PLAN (3).pdf

Hi Wendy,

I've attached the plan that was submitted for 64-66 Avenue A. There will be an AAB compliant landing and ramp and one step on the other side of the landing. I need the selectboard approval to construct the ramp on Town property before I can allow them to construct the ramp. If they receive approval, it will be my responsibility to make sure the ramp is constructed according to the building code 780 CMR, and the accessibility code 521 CMR.

Let me now if you need anything else from me.

Thanks!
Bill

William Ketchen
Building Commissioner
Town of Montague
1 Avenue A
Turners Falls, MA 01376
(413)863-3200 Ext 206
buildinginspector@montague-ma.gov

From: WendyB-Montague Selectboard <WendyB@montague-ma.gov>
Sent: Wednesday, July 19, 2023 2:31 PM
To: Bill Ketchen - Building Inspector <BuildingInspector@montague-ma.gov>
Subject: FW: Requesting permission for a wheelchair ramp

Hi Bill:

Can you send me the information for the ramp in front of 66 Avenue A. I would like to have Tom sign off on the application. Thank you.

Wendy

Wendy Bogusz, Executive Assistant
Town of Montague
1 Avenue A
Turners Falls, MA 01376
413-863-3200 ext. 108
FAX: 413-863-3231



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

APPLICATION TO PLACE SIGN, OBJECT, OTHER DISPLAY or EXHIBITION/VIGIL ON PUBLIC PROPERTY

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 7 days prior to the request date.

Name of applicant: Great Falls Farmers Market

Organization: Great Falls Farmers Market

Contact Name: Annie Levine

Contact Phone: 781-492-7063 e-mail: greatfallsfarmersmarketturners@gmail.com

Contact Address: 1 Avenue A, Turners Falls, MA 01376

Name of legally responsible person: Annie Levine

Location: Montague Center Common

Content of sign, type of object, display: Farmers Market Sign
36" x 36" mounted on sandwich board it's 36" x 54"

Description of sign, object, display (content, size and materials): Heavy duty vinyl on wooden sandwich board (sign made by Riverculture, used to sit at Peskeomskut)

Start Date: ASAP

End Date: Oct 28th

*Sign/object needs to specify who it is being sponsored by. There is a 21 day maximum.

*****Signatures:*****
Police Chief: [Signature] Date: 7.20.23

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____
Comments/Conditions: _____



**Montague Center
Public Library**
Closed



**First Congregational
Church of Montague**

Center St

Main St

North St



**Montague
Common Hall**

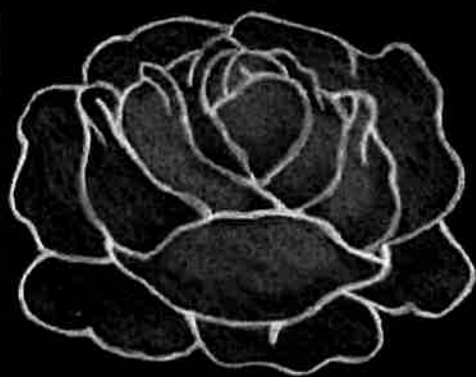
North St

Main St



GREAT FALLS

FARMERS MARKET



MAY to OCTOBER

RAIN *or*
SHINE



Wednesdays 2-6

NAP, HIP *AND* Senior Coupons Accepted



LIKE US ON FACEBOOK

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

| | | | |
|---|----------------------------|---|----------------------------|
| CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a): | | COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy & Environmental Affairs MMARS Department Code: ENV | |
| Legal Address: (W-9, W-4): 1 Avenue A, Turners Falls, MA, 01376 | | Business Mailing Address: 100 Cambridge St – Suite 900 Boston, MA 02114 | |
| Contract Manager: Maureen Pollock, Town Planner | Phone: 413-863-3200 | Billing Address (if different): | |
| E-Mail: planner@montague-ma.gov | Fax: | Contract Manager: Kara Runsten | Phone: 617-312-1594 |
| Contractor Vendor Code: VC | | E-Mail: kara.runsten@mass.gov | |
| Vendor Code Address ID (e.g. "AD001"): AD___ (Note: The Address ID must be set up for EFT payments.) | | MMARS Doc ID(s): | |
| RFR/Procurement or Other ID Number: ENV 24 MVP 02 | | | |
| <u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) <u>X</u> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form, scope, budget) ___ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget) | | ___ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ___ Amendment to Date, Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget) | |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> <u>Commonwealth Terms and Conditions</u> ___ <u>Commonwealth Terms and Conditions For Human and Social Services</u> ___ <u>Commonwealth IT Terms and Conditions</u> | | | |
| COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> . ___ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X</u> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ <u>95,000.00</u> . | | | |
| PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) | | | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) To conduct the MVP 2.0 Planning Process and implement a climate resilience seed project as outlined in Attachment A. | | | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>X</u> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ___ 2. may be incurred as of ____, 20__, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ___ 3. were incurred as of ____, 20__, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. | | | |
| CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments. | | | |
| CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. | | | |
| AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Richard J. Kuklewicz</u> Print Title: <u>Selectboard Chair</u> | | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____ | |

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

The Executive Office of Energy and Environmental Affairs (EEA) and the **Town of Montague** (“the community”) hereby contract for the community to complete the Municipal Vulnerability Preparedness (MVP) 2.0 process in the FY24-25 pilot round. Once the contract has been signed by both parties, the community will be provided with an advance payment of **\$45,000 to complete the MVP 2.0 process scope (steps 1-7 and step 9)**. Once the community has completed step 6 (selected a Seed Project and submitted Part A that was approved by the respective MVP Regional Coordinator) or earlier if authorized by EEA, the community will be provided with an advance payment of **\$50,000 to implement their Seed Project (step 8)**.

This project will run from the effective date of this contract through **June 30, 2025**. Failure to produce the required deliverables and documentation of spent funds by the contract end date will result in a return of the funds to the state by FY25 fiscal year end. The community may apply for a contract extension as needed and subject to EEA’s discretion for approval.

Process Summary:

The MVP 2.0 program expands on the climate resilience work communities have done to date and supports communities with new methods, tools, and resources for building climate resilience. In particular, the contract will support the community in revisiting their climate resilience priorities with a focus on equity, and translating those priorities into action through project development and implementation. The MVP 2.0 program does this through:

- Convening a community team to do equitable climate resilience work;
- Providing training on strategies for building climate resilience, equity, and climate justice;
- Revisiting resilience priorities with the involvement of the wider community and a stronger assessment of social vulnerability and resilience;
- Helping the community and community to co-develop and implement a project that builds community resilience, with guaranteed funding for implementation; and
- Providing a process that can be replicated for future MVP Action Grants.

Resources and Support:

The community will work with a primary vendor to help manage and facilitate the process. MVP will provide a set of guidance documents and tools for completing the process. Additionally, the project team will use the Guides for Equitable and Actionable Resilience (GEAR) online tool, which provides access to community data, downscaled climate projections, and guidance for investigating and understanding local climate vulnerability. The MVP Program’s team of Regional Coordinators (RCs) will also provide support and guidance in the process (see list of MVP checkpoints below).

Process Details:

The community will conduct the following tasks to complete the MVP 2.0 process as outlined in the MVP 2.0 Process Guide. From step 1 onward, the community will have support from their contracted primary vendor and their implementation vendor for step 8.

| Step 0: Hire a Primary Vendor One to two months (July - August of Year 1) | |
|--|--|
| Actions: <ul style="list-style-type: none"> • Use the <u>sample RFP and vendor criteria</u> to contract with a primary vendor that meets the skill sets required of the MVP 2.0 program. | MVP Checkpoints: <ul style="list-style-type: none"> • Just after award - Meet with the MVP Regional Coordinator (RC) for your region to kick off the process and to discuss vendor selection and qualifications. • After selecting a vendor - Email your RC with selected vendor contact information and their qualifications; meet with your MVP Regional Coordinator and your primary |

| | | |
|---|--|--|
| | | vendor to go over the process before getting started. |
| Phase 1: Developing a Core Team | | |
| Step 1: Groundwork One month (August - September of Year 1) | | |
| Actions: <ul style="list-style-type: none"> Use the <u>Social Resilience Roadmap</u> to dig deeper into understanding who lives and works in your community and who will likely be disproportionately affected by climate change. Identify perspectives and lived experience within your community that will be important to include in your Core Team. | | MVP Checkpoints: <ul style="list-style-type: none"> Upon completion - Email Part A of your <u>Social Resilience Roadmap</u> to your <u>MVP Regional Coordinator</u> before moving on to step two. |
| Step 2: Recruiting Your Core Team One to three months (September - November of Year 1) | | |
| Actions: <ul style="list-style-type: none"> Build out a group of municipal staff and community members (i.e., community liaisons) to lead equitable climate resilience work in the community. Ensure approximately half the Core Team members are from and/or with strong relationships with EJ or other priority populations who live and work in your community. Use "<u>Resources for Core Team Recruitment</u>" as needed. | | MVP Checkpoints: <ul style="list-style-type: none"> Upon completion- Email a list of your Core Team members to your <u>MVP Regional Coordinator</u> before moving on to step three. Note which members are community liaisons, the community(ies) they are connected to, and the compensation amount. |
| Step 3: Core Team Training One to two months (November - December of Year 1) | | |
| Actions: <ul style="list-style-type: none"> Participate in the Climate Resilience Training and Discussion Modules to build skills and capability that will help in assessing community vulnerability and in developing a resilience project. Participate in the Equity and Climate Justice Learning Series to build skills and capability to work together in ways that center equity and climate justice. | | MVP Checkpoints: <ul style="list-style-type: none"> Upon completion- Email your completed discussion guides for the Climate Resilience Video Modules to your <u>MVP Regional Coordinator</u> before moving on to step four. |
| Phase 2: Revisiting Resilience Priorities | | |
| Step 4: Uncovering Social Resilience Three months (January - March of Year 1) | | |

| | |
|---|--|
| <p>Actions:</p> <ul style="list-style-type: none"> • Use the <u>Engagement Plan</u> to design and lead community outreach and engagement activities, focused on connecting with and understanding the needs and priorities of EJ and other priority populations who are disproportionately impacted by climate change. • Use the <u>Social Resilience Roadmap</u> to identify factors that contribute to vulnerability and resilience for people who live and work in the community and region, and to inform your approach to building community resilience in ways that simultaneously address root causes of vulnerability. | <p>MVP Checkpoints:</p> <ul style="list-style-type: none"> • Midway - Check in with your <u>MVP Regional Coordinator</u> once you have completed the <u>Engagement Plan</u>, before getting started on your engagement activities. • Upon completion- Email your completed <u>Social Resilience Roadmap</u> (Part B) to your <u>MVP Regional Coordinator</u> before moving on to step five. |
| <p>Step 5: Resetting Resilience Priorities Two to three months (March - May of Year 1)</p> | |
| <p>Actions:</p> <ul style="list-style-type: none"> • Use the <u>Resilience Priorities Guide</u> to review and update your resilience priorities based on wider community input about factors that influence vulnerability and resilience for people in your community. • Vet the updated priorities with community members, and specifically people who will be most impacted by climate change, to create shared understanding, transparency, and accountability around community resilience priorities. | <p>MVP Checkpoints:</p> <ul style="list-style-type: none"> • Upon completion- Email your completed <u>Resilience Priorities Guide</u> to your <u>MVP Regional Coordinator</u> before moving on to step six. |
| <p>Phase 3: Implementing a Seed Project</p> | |
| <p>Step 6: Selecting a Seed Project Two months (May- June of Year 1)</p> | |
| <p>Actions:</p> <ul style="list-style-type: none"> • Use the <u>Seed Project Plan</u> to collaborate on the development of a project that will jump-start or advance the updated community resilience priorities. • Vet the project with community members, to ensure that people who will be most impacted by climate change inform decisions related to the project. | <p>MVP Checkpoints:</p> <ul style="list-style-type: none"> • Upon completion- Email your completed <u>Seed Project Plan</u> (Part A) to your <u>MVP Regional Coordinator</u> by June 15. Submitting Part A will unlock funding for Seed Project implementation. |
| <p>Step 7: Seed Project Implementation Plan One to two months (July – August of Year 2)</p> | |

| | |
|--|---|
| Actions: <ul style="list-style-type: none"> • Use the <u>Seed Project Plan</u> to collaborate on the development of an implementation plan for your Seed Project that will help translate the idea into action. • Coordinate with a Seed Project advisor to help develop the plan | MVP Checkpoints: <ul style="list-style-type: none"> • Upon completion- Email your completed <u>Seed Project Plan</u> (Part B) to your <u>MVP Regional Coordinator</u> before moving on to Step 8. |
| Step 8: Implementing the Seed Project To be led by an implementation vendor which may differ from the primary vendor-community is in charge of procuring and contracting with this vendor prior to this step Nine to ten months (September - June of Year 2) | |
| Actions: <ul style="list-style-type: none"> • Implement a Seed Project that will set the groundwork for future Action Grants and/or contribute to building community resilience in your community or region. | MVP Checkpoints: <ul style="list-style-type: none"> • Midway- Halfway through the implementation of your Seed Project, email or set up a call with your <u>MVP Regional Coordinator</u> to provide a progress update. |
| Step 9: Reflecting, Adjusting, and Next Steps Less than one month (June of Year 2) | |
| Actions: <ul style="list-style-type: none"> • Use the <u>Reflection Roadmap</u> to reflect on the process in order to evolve and improve it for future resilience building efforts. | MVP Checkpoints: <ul style="list-style-type: none"> • Upon completion- Submit the <u>MVP 2.0 Final Submission Form</u> to the MVP Program, including deliverables, photos, and invoices showing all grant funds were spent to close out the MVP 2.0 project. |

The grantee also agrees to provide feedback, including participating in approximately 2-4 meetings as requested by EEA in relation to the pilot round, so that the program can be improved before its formal roll out after the pilot round.

Reporting and Final Deliverables:

To close out the MVP 2.0 process, the community is required to provide EEA with the following materials. These materials will be submitted as attachments to the MVP 2.0 Final Submission Form.

- Completed MVP Checkpoints listed under each step above
- Completed materials:
 - Discussion Guide for the Climate Resilience Video Modules (will be available on MVP 2.0 website)
 - Engagement Plan
 - Social Resilience Roadmap (Parts A + B)
 - Resilience Priorities Guide
 - Seed Project Plan (Parts A + B)
 - Reflection Roadmap

- Final Submission Form
- Close-out materials:
 - Final invoice(s) demonstrating all grant funding was spent according to the contract scope of work. (If multiple invoices, please compile into one PDF.)
 - Final deliverables from the Seed Project. (If multiple or too big to upload, please email to your MVP Regional Coordinator.)
 - Slide(s) with photos or images from the process and/or your Seed Project. (We may share these publicly so please only upload photos or images with any necessary permissions to share secured.)

Failure to produce the required deliverables and documentation of spent funds by the contract end date will result in a return of the money to the state by fiscal year end.

Any changes to the scope or deliverables must be approved in writing by the MVP Regional Coordinator or MVP staff.

Grantee/Municipal Staff Commitment:

The grantee/community must provide sufficient staff time to assure completion of this grant. The time commitment for the project manager and municipal members of the Core Team is estimated at roughly 90 hours and 60 hours, respectively, from October 2023 - August 2024, with the following ten months to be determined based on the project selected by the Core Team. The grantee does not need to track or report on this time provided that the following tasks are completed. Staff time will include the following activities:

- Complete a contract with the Commonwealth and maintain all necessary reporting;
- Procure a primary vendor based on the provided vendor qualifications;
- Complete Part A of the Social Resilience Roadmap to identify perspectives and lived experience within your community that will be important to include in your Core Team (Step 1);
- Recruit a Core Team, with at least half the members being community liaisons with strong connections to EJ and other priority populations in the community (Step 2);
- Participate in the Core Team training (Step 3);
- Work with community liaisons on your Core Team to lead inclusive and equitable community outreach and engagement activities to gather insight on sources of vulnerability and resilience in the community and complete Part B of the Social Resilience Roadmap (step 4);
- Participate in discussions with your Core Team to revisit and update your community resilience priorities; vet the updated priorities with the community (Step 5);
- Participate in discussions with your Core Team to identify a Seed Project idea; vet the Seed Project idea with the community (Step 6);
- Participate in discussions with your Core Team to develop a Seed Project Implementation Plan; identify a subject matter advisor(s) to support this process (Step 7);
- Identify an implementation vendor to lead or support the implementation of the Seed Project; work with the implementation vendor and community stakeholders to implement the Seed Project (Step 8);
- Reflect on the MVP 2.0 process, and submit the MVP 2.0 Final Submission form with all associated deliverables to the MVP team (Step 9).

Materials:

All materials, software, maps, reports, and other products produced through the grant program shall be considered in the public domain and thus available at the cost of production. All materials created through this opportunity and as a result of this award should credit the Executive Office of Energy and Environmental Affairs Municipal Vulnerability Preparedness (MVP) program.

Other Terms:

Receipt of MVP funding shall not be considered state approval of the project for any necessary state, federal, or local permits, nor provide any indication of the project's competitiveness for future funding phases.

GRANTEE: TOWN OF MONTAGUE

ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

| Contract Expenditures | Unit Rate (per unit, hour, day) | Number of Units | Other Fees or Charges (specify) | TOTAL |
|--|---------------------------------------|--------------------|---------------------------------------|----------|
| To be distributed July 2023: State FY24 | | | | \$45,000 |
| To be distributed July 2024 (or upon completion of Step 6 in Att. A): State FY25 | | | | \$50,000 |
| | | | | |

| | |
|---------------------------|--------------------------|
| MAXIMUM OBLIGATION | Total \$95,000.00 |
|---------------------------|--------------------------|

Attachment B is subject to any restrictions or additional provisions outlined in Attachment A

Additional Terms:

- Funding awarded as a result of this contract must be placed in a non-interest-bearing account.
- Failure to produce the required deliverables and documentation of spent funds by the contract end date will result in a return of the money to the state by fiscal year end.
- Requests for extensions or amendments to this contract are at the sole discretion of EEA and must be requested at least one month in advance of the contract end date.
- Please refer to the request for responses ENV 24 MVP 02 for additional requirements.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



CONTRACTOR LEGAL NAME : TOWN OF MONTAGUE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

| AUTHORIZED SIGNATORY NAME | TITLE |
|----------------------------------|-------------------|
| Richard J. Kuklewicz | Selectboard Chair |
| | |
| | |
| | |
| | |

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: July 24, 2023

Title: Selectboard Chair

Telephone: 413-863-3200 ext. 108

Fax: 413-863-3231

Email: RichardK@montague-ma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



**CONTRACTOR LEGAL NAME : TOWN OF MONTAGUE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893**

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Richard J. Kuklewicz

Title: Selectboard Chair

X _____

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



Selectboard
Town of Montague

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108

FAX: (413) 863-3231

July 24, 2023

Ms. Kathryn McNelis
Manager, Community Development Unit
Executive Office of Housing and Livable Communities
100 Cambridge Street – Suite 300
Boston, MA 02114

RE: CDF G – 2020 – Montague – 00896
Final Quarterly Report

Dear Ms. McNelis,

As Chief Elected Official for the Town of Montague, I have reviewed and accepted the FY2020 Montague Community Development Block Grant's final quarterly report.

If you should have any questions please do not hesitate to contact Brian McHugh, Director of Community Development, Franklin County Regional Housing and Redevelopment Authority's (HRA) at 413.836.9781 x 125 or bmchugh@fcrhra.org, as administering agent for the above referenced grant.

Sincerely,

Richard Kuklewicz, Chairman
Board of Selectmen

Cc: Christine Gicheru, Emily McLaughlin, EOHLC
Brian McHugh, HRA

QUARTERLY PROGRESS REPORT 2019
QPR #10 – 2020 – Montague – 00896
06.30.23

1. Management/Administrative Issues: None to report.

2. Project Status/Accomplishments: All funded activities are currently underway.

4C HOUSING REHABILITATION ACTIVITY: The original unit goal for this activity is 3 units of housing rehabilitation. Program Income in the amount of \$70,419.67, and re-programmed funds in the amount of \$109,729 were added to the original \$120,000 4C activity through budget amendments for a combined total of \$300,148.67 available for housing rehabilitation. Eight units of housing rehabilitation have been completed.

| TOWN OF MONTAGUE | |
|-------------------------------------|---|
| Units Complete | 8 |
| Units under Construction | 0 |
| Units in scoping and bidding | 0 |
| TOTALS | 8 |

LEAD PAINT REPORTING:

* Applicable Lead Paint Requirement:

| | |
|---|---|
| Housing Constructed before 1978 | 5 |
| Exempt: Housing Constructed 1978 or later | 3 |
| Otherwise exempt | 0 |
| Exempt: Hard costs <= \$5,000 | 0 |
| TOTAL | 3 |

* Lead Hazard Remediation Actions:

| | |
|--|---|
| Lead Safe Work Practices (24 CFR 35.930(b)) (Hard Costs <= \$5,000) | 0 |
| Interim Controls or Standard Practices (24CFR 35.930 ©) (Hard costs \$5,000 - \$25,000) | 1 |
| Abatement (24CFR 35.930 (d)) (Hard Costs > \$25,000) | 4 |
| TOTAL | 5 |

PERFORMANCE MEASURES – ACTIVITY 4C:

* Housing Rehabilitation Units

| | |
|--|---|
| Units occupied by elderly | 3 |
| Units moved from substandard to standard | 8 |
| Units made accessible | 2 |
| Units qualified as EnergyStar | 6 |
| # brought into compliance with lead safety rules | 5 |

6J PUBLIC FACILITIES/INFRASTRUCTURE: The Avenue A Streetscape Phase III Construction Project was funded through this grant. Berkshire Design Group was contracted to complete the specifications and provide construction management for the project and H.M. Nunes was contracted for construction. The project replaced 5,300 square feet of sidewalk, replaced 2 deteriorating concrete planters with granite curbing planters, installed new trees, installed ADA compliant curb cuts and ramps, installed new accessibility signage, installed new metal benches and trash receptacles, and installed new subsurface drainage. This construction project is complete.

6K PUBLIC FACILITIES/INFRASTRUCTURE: The Hillcrest Neighborhood Playground Design Project was funded through this grant and after the RFP for Architectural Design Services was issued with a contract awarded to Berkshire Design Group. The project resulted in the preparation of bid-ready plans and specifications for the Hillcrest Neighborhood playground and park, to include ADA compliant pathways, play areas for 2–5-year-olds and 5–12-year-olds, an outdoor education area with play boulders, pollinator garden with raised beds, and rubberized, poured in place surfaces under the play structures. The final design was approved after committee review. This activity is complete.

8B SOCIAL SERVICE ACTIVITY: These four social service programs have concluded their grant-funded programs as of 03/31/22.

The Brick House: Youth Opportunities for Leadership and Organizing Program: Complete

LifePath, Inc.: Home Delivered Meals Program: Complete

Montague Catholic Social Ministries: Family Learning Together Literacy Program: Complete

The Consortium: The Western Massachusetts Recovery Learning Community – Montague Expansion: Complete

3. PUBLIC BENEFIT: N/A

4. PROGRAM INCOME: None received for this quarter.

8B



**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289
splesant@fcrhra.org

AUTHORIZATION TO DISBURSE

Invoice # 2022-108-10

Project No. 2022-108

TOWN OF MONTAGUE FY21 CDBG

FY21 Avenue A Streetscape Phase III Continuation (6B)

Contractor: Berkshire Design Group

4 Allen Place

Northampton, MA 01060

Date: July 19, 2022

| | |
|---------------------|-----------------|
| Total Contract | 30,000.00 |
| Total Paid to Date: | 24,372.00 |
| Balance: | 5,628.00 |
| This Invoice #11 | 1,100.00 |
| Balance: | 4,528.00 |

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period June 1, 2023 to June 30, 2023.

See attached invoice #11 dated 07/18/23 in the amount of \$1,100.00.

**FY21MONT
\$1,100.00**

I reviewed these invoices on 07/19/23 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ **1,100.00**.

Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

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 # 2022-108-11

July 18, 2023

Project No: 2022-108

Re: Montague - Avenue A Streetscapes Phase III - 2022

For professional landscape architectural, civil engineering and land surveying services listed below for the period June 1, 2023 to June 30, 2023:

Email invoices to: bmchugh@fcrhra.org

| Task | Fee | % Complete (to date) | % Complete (this period) | Amount Due (this Period) |
|------------------------------|-------------|-------------------------|-----------------------------|-----------------------------|
| Bidding | \$8,000.00 | 100.00% | 0.00% | \$0.00 |
| Construction Administration | \$22,000.00 | 79.42% | 5.00% | \$1,100.00 |
| | \$30,000.00 | | | |
| Subtotal Task Charges | | | | \$1,100.00 |
| INVOICE TOTAL | | | | \$1,100.00 |

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.

Motions for Items 11 A and B

11A) I MOVE THAT THE BOARD VOTE TO APPROVE AND SIGN THE SECOND ADDENDUM TO THE APRIL 13, 2020 SOLAR LEASE AGREEMENT WITH KEARSARGE MONTAGUE BD LLC FOR COMPLETION OF AND PAYMENT FOR REPAIRS TO THE MONTAGUE BURN DUMP CAP CONSISTENT WITH THE MASSDEP-APPROVED CORRECTIVE ACTION DESIGN PLAN, IN THE FORM PRESENTED TO THE BOARD AT THIS MEETING, SUBJECT TO ANY FINAL REVISIONS BY TOWN COUNSEL.

11B) I MOVE THAT THE BOARD VOTE TO APPROVE AND SIGN THE ADDENDUM TO THE AUGUST 21, 2017 SOLAR LEASE AGREEMENT WITH KEARSARGE MONTAGUE LLC TO PROVIDE FOR A TEMPORARY ABATEMENT OF ANNUAL LEASE PAYMENTS FOR FISCAL YEARS 2025 THROUGH 2029, IN CONNECTION WITH THE REPAIRS TO THE MONTAGUE BURN DUMP CAP, IN THE FORM PRESENTED TO THE BOARD AT THIS MEETING, SUBJECT TO ANY FINAL REVISIONS BY TOWN COUNSEL.

SECOND ADDENDUM TO
SOLAR AND ENERGY STORAGE LEASE

THIS SECOND ADDENDUM (“Second Addendum”) TO SOLAR AND ENERGY STORAGE LEASE (the “Lease”) is made and entered into as of the ____ day of July, 2023 by and between the Town of Montague, Massachusetts (as Landlord) and Kearsarge Montague BD LLC (as Tenant) under the Lease, which is dated April 13, 2020.

Landlord and Tenant agree as follows:

1. Capitalized terms used herein and not separately defined herein shall have the meanings given those terms in the Lease, the First Amendment thereto dated April 29, 2021 and the Addendum thereto dated September 29, 2020 (“First Addendum”).
2. Under the Lease, Tenant is responsible for design and construction of the System and any and all related improvements on or at the Leased Premises, and to pay all costs and expenses incurred in connection with the construction of the Corrective Action Design Landfill closure, which closure is required for construction and installation of the System on the Leased Premises; and Landlord is responsible to pay all costs and expenses incurred in connection with the design and operation of the Corrective Action Design Landfill closure.
3. Upon completion of construction activities for the Corrective Action Design Landfill closure, the DEP inspected the Landfill cap and other areas of the Property and identified additional work activities that will be required in order to satisfy the terms and conditions of the DEP Permit (“Additional Work”). The Additional Work is described generally in a May 8, 2023 letter from Tenant to Landlord’s Town Administrator.
4. The Additional Work will result in an increase in the cost of construction of the System, beyond the “Additional System Construction Costs” described in the First Addendum (the “Additional Work Costs”).
5. It is estimated that the Additional Work Costs will be at least \$130,000.
6. Notwithstanding the terms of the Lease, Landlord agrees to contribute and pay 50% of the Additional Work Costs, up to a maximum contribution of \$85,000. The Tenant shall be obligated and responsible for all other portions of the Additional Work Costs.
7. Landlord shall contribute its allocable portion of the Additional Work Costs by means of granting a temporary rent abatement to the tenant under that certain Solar Lease between the Town of Montague as landlord and Kearsarge Montague LLC as tenant dated August 21, 2017 (the “Solar Lease”), Kearsarge Montague LLC being an entity affiliated with Tenant. The terms of such rent abatement shall be set forth in an addendum to the Solar Lease, which is to be executed simultaneously with this Second Addendum.

8. Tenant shall record and account for all of the incurred and paid Additional Work Costs, and shall provide Landlord with written documentation of all Additional Work Costs invoiced to Tenant and written documentation of all payments of the same made by Tenant, it being understood that a true and accurate accounting of the Additional Work Costs is necessary for compliance with this Second Addendum and implementation of the rent abatement under the Solar Lease.
9. Landlord's agreement hereunder to pay a portion of the Additional Work Costs is a singular agreement for contribution toward Tenant's cost responsibilities for design and construction of the System and construction of the Corrective Action Design Landfill closure. Landlord's entry into this Addendum shall not obligate Landlord to make any other payment or contribution toward Tenant's said cost responsibilities, and Landlord shall have no other obligation or liability to pay any other costs for design and construction of the System or construction of the Corrective Action Design Landfill closure.
10. Tenant shall carry out the work which is the subject of the Additional Work Costs in accordance with the provisions of the Lease, including Exhibit 3 – Construction Standards and Requirements. In particular, Tenant shall be responsible for retaining and managing the contractor(s) that will perform the Additional Work, and ensuring compliance and reporting of prevailing wage payment requirements under Massachusetts law. It is understood and agreed that the Additional Work will be overseen by GZA Geoenvironmental, Inc., as designer of the Corrective Action Design Landfill closure.
11. Tenant and Landlord shall communicate and cooperate, through their respective representatives, for the purpose of implementing this Second Addendum and performing the obligations established hereunder.
12. Except as revised herein, all terms and conditions of the Lease remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

[signatures on next page]

Landlord

Town of Montague, Massachusetts

By its Selectboard

By: _____
Richard J. Kuklewicz, Chair

By: _____
Christopher M. Boutwell, Sr., Vice Chair

By: _____
Matthew Lord, Clerk

Tenant

Kearsarge Montague BD LLC

By its Manager, Kearsarge Solar LLC

By: _____
Andrew Bernstein, Manager, Kearsarge Solar LLC

ADDENDUM TO
SOLAR LEASE

THIS ADDENDUM (“Addendum”) TO SOLAR LEASE (the “Lease”) is made and entered into as of the ____ day of July, 2023 by and between the Town of Montague, Massachusetts (as Landlord) and Kearsarge Montague LLC (as Tenant) under the Lease, which is dated August 21, 2017.

Landlord and Tenant agree as follows:

1. Capitalized terms used herein and not separately defined herein shall have the meanings given those terms in the Lease and the First Amendment thereto dated April 29, 2021.
2. Whereas Landlord is also the landlord under that certain Solar and Energy Storage Lease between the Town of Montague as landlord and Kearsarge Montague BD LLC as tenant dated April 13, 2020 (the “Solar and Energy Lease”); and whereas the parties to the Solar and Energy Lease have entered into a Second Addendum to the Solar and Energy Lease, under which the landlord has agreed to pay and contribute a portion of so-called Additional Work Costs required for compliance with the terms of the DEP Permit applicable to design and construction of the solar energy generation and energy storage facility that is the subject of the Solar and Energy Lease; and whereas the Second Addendum provides that such payment and contribution shall be accomplished by means of a temporary rent abatement under the Lease; the following provisions of this Addendum specify how such rent abatement shall be implemented.
3. Beginning with Landlord’s fiscal year 2025, starting on July 1, 2024, and which corresponds to year ____ in the rent schedule contained in Exhibit 2 to the Lease, and continuing for a period of five years, the annual Rent shall be reduced by equal 1/5 amounts of the landlord’s total Additional Work Costs payment obligation under the Solar and Energy Lease (the “Rent Reduction Total”). It is anticipated that the Additional Work identified in said Second Addendum will be completed by October 1, 2023, so that the Rent Reduction Total, as documented and established under and in accordance with said Second Addendum, will be known by December 1, 2023. When the Rent Reduction Total is established, it shall be set forth in a writing signed by Landlord and Tenant for incorporation into this Addendum.
4. The Rent abatement hereunder is expressly conditioned upon compliance of the Solar and Energy Lease tenant with the terms of the Solar and Energy Lease and the Second Addendum.
5. Tenant and Landlord shall communicate and cooperate, through their respective representatives, for the purpose of implementing this Addendum and performing the obligations established hereunder.
6. Except as revised herein, all terms and conditions of the Lease remain in full force and effect.

Landlord

Town of Montague, Massachusetts

By its Selectboard

By: _____
Richard J. Kuklewicz, Chair

By: _____
Christopher M. Boutwell, Sr., Vice Chair

By: _____
Matthew Lord, Clerk

Tenant

Kearsarge Montague LLC

By its Manager, Kearsarge Solar LLC

By: _____
Andrew Bernstein, Manager, Kearsarge Solar LLC

WendyB-Montague Selectboard

From: Shayna Reardon <shayna.reardon@gmail.com>
Sent: Thursday, July 20, 2023 12:50 PM
To: WendyB-Montague Selectboard
Subject: Resignation 🙄🙄🙄🙄

Hello

Please accept this letter as my resignation effective August 24, 2023. Thank you for the opportunity to work for the Town of Montague.

Shayna Reardon

Let me know if this works. It sounds so stupid lol.

TOWN OF MONTAGUE

CURBSIDE SOLID WASTE AND RECYCLING COLLECTION CONTRACT

THIS CONTRACT made and entered into this 24th day of July, 2023 by and between the **Town of Montague**, a municipal corporation organized and existing under the laws of The Commonwealth of Massachusetts, acting by and through its Selectboard (hereinafter referred to as the “Town”), and **Casella Waste Management of Massachusetts, Inc.** a New Hampshire Corporation with a principal address located at 25 Greens Hill Lane, Rutland, Vermont 05701 (hereinafter referred to as the “Contractor”). Contractor and Town are sometimes referred to individually as a “Party,” and collectively as the “Parties.”

ARTICLE I CONTRACTOR'S RESPONSIBILITIES

1. **SCOPE:** The Contractor shall perform all work for the curbside collection of Solid Waste and Recyclable Materials in the Town, in accordance with the RFP and this Contract. The Contractor shall collect, transport and dispose of Solid Waste at a properly licensed designated Waste Disposal Facility at a site determined by the Contractor. The Contractor shall collect and transport Dual Stream Recyclable Materials to the Springfield Materials Recycling Facility (MRF). The Town is responsible for maintaining a contract with the Springfield MRF for Recyclable Material.
2. **CONTRACT DOCUMENTS:** The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. The Town’s Request for Proposals dated April 18, 2023 (the “RFP”);
 - b. The Town’s RFP Addenda/Proposal Questions and Answers dated April 27, 2023;
 - c. The Contractor's Proposal and Pricing dated May 9, 2023;
 - d. The Contractor's Updated Proposal Comments and Pricing dated June 2, 2023;
 - e. This Contract; and
 - f. Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written agreement of both parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment. Should there be any discrepancies between any of the Contract Documents above, the terms most favorable to the Town shall prevail.

Terms used herein shall have the meanings ascribed to them by the RFP.

ARTICLE II TERMS AND PAYMENTS

1. **TERM OF CONTRACT:** The Contract term shall be for three (3) years and shall run from July 1, 2024 through June 30, 2027. The Contractor and the Town agree that this Contract may be extended for an additional two (2) year term and at negotiated Contract prices upon mutual written agreement

executed by both the Contractor and the Town on or before January 15, 2027, subject to Town Meeting approval and appropriation.

2. **CONTRACT PAYMENTS:** The parties understand all compensation due hereunder is subject to appropriation and availability of funds. If the Town fails to appropriate such funds in any year throughout the Term hereof, the Contract will expire on June 30th of the then-preceding fiscal year. Both parties shall be released from the commitments under this Contract, with the exception of payment due for any services rendered through June 30th, and the Contract shall be considered null and void.

2.1 **Payments to Contractor:** The Town agrees to pay to the Contractor based on the fee schedule set out on Schedule A hereto:

- a. Monthly collection costs for Solid Waste and Recyclable Materials equal to twelve (12) equal monthly installments commencing on August 1, 2024, and each succeeding installment is to be due within thirty (30) days of receipt of a complete and satisfactory invoice. The consideration for said payments shall be the Contractor's faithful execution and performance of all the duties and obligations under this Contract.
- b. The monthly cost for disposal of Solid Waste calculated by tons charged at the yearly price.

The Contractor shall provide the Town with accurate records of the weights of all Solid Waste and Recyclable Materials. These records shall be submitted to the Town monthly.

ARTICLE III COLLECTION SERVICES

1. **REFUSE COLLECTION SCHEDULE:** Curbside collection of Solid Waste shall be provided weekly to all single and two-family residential dwellings. Collection of Solid Waste shall not start before 6 a.m. or continue after 6 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Town and Contractor. Hours of collection may be adjusted upon written agreement of the Town and the Contractor.
2. **RECYCLING COLLECTION SCHEDULE:** Curbside collection of Recyclable Materials shall be provided weekly to all single and two-family residential dwellings. Collection of Recyclable Materials shall not start before 6 a.m. or continue after 6 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Town and Contractor. Hours of collection may be adjusted upon agreement of the Town and the Contractor.
3. **MUNICIPAL BUILDINGS AND UNITY PARK LOCATION:** Contractor agrees to provide Solid Waste and Recyclable Materials collection services to the Town Hall, Department of Public Works, and Public Safety Complex. In addition, Contractor agrees to provide Solid Waste and Recyclable Materials collection for Unity Park. All services for municipal locations will be in accordance with the provisions of the RFP.

4. **ROUTES OF COLLECTION:** Residential collection routes are established by the Contractor with Town approval. The Contractor may, from time-to-time, propose to the Town changes in routes or days of collection affecting residential units, which approval shall not be unreasonably withheld. Upon Town's approval of the proposed changes, Contractor shall promptly give written notice by mail to the affected residential units. All other specifications for collection routes shall be in accordance with the provisions of the RFP.
5. **HOLIDAYS:** Holidays will only be those identified by the Contractor in the Proposal dated May 9, 2023. Should a collection day fall on a Contractor-designated holiday, the Contractor shall collect the Solid Waste and Recyclable Materials that he is obligated to pick up on said holiday in accordance with the operational plan presented in the Contractor's RFP submission.
6. **CURBSIDE INSPECTION:** The Contractor acknowledges and agrees that the Town has a pay-as-you-throw trash sticker program for all bags and barrels of Solid Waste. In addition, the Contractor acknowledges and agrees that Recyclable Materials must only include those materials identified as acceptable by the Springfield MRF. If Unacceptable Solid Waste or Recyclable Materials are discovered by the Contractor's employees, the Contractor and employees shall reject such waste at the curb and affix a sticker to the material identifying the reason(s) it was not collected. The Town shall receive a weekly log of such occurrences submitted to the DPW office.
7. **DISABLED RESIDENTS:** Contractor agrees to pick up Solid Waste and Recyclable Materials containers from non-curb side, outside areas designated by the Town, whenever the Town determines that a resident's disability would make it difficult for the resident to regularly move trash containers to the curbside. Town agrees to receive requests for such service and to provide written instructions to the Contractor upon determining service eligibility.
8. **COMPLAINTS:** All complaints made shall be given prompt and courteous attention by the Contractor. In the case of missed scheduled collection, the Contractor shall arrange for the collection of the Solid Waste or Recyclable Materials not collected as soon as possible but in no case later than two business days after the complaint is received. Contractor shall maintain a log of all complaints. A written report of such complaints and their disposition shall be forwarded to the Town upon request, but in no event less than once every six (6) months. An authorized representative of the Contractor shall report to the Selectboard, Town Administrator or Town DPW Superintendent within two business days of written notice and as otherwise required by law to discuss any complaints regarding Contractor's services hereunder.
9. **UNANTICIPATED MISSED PICKUPS:** The Town requires proactive notification via email by 3 pm daily of any unanticipated disruption in scheduled collection and the plan for recovery of missed stops.
10. **WEATHER DELAY/CANCELLATION:** Ordinary snow and rain shall not be cause for omissions of the collection of Solid Waste and/or recyclable material. Collections may be omitted only under the most extreme, adverse weather conditions such as snowstorms, ice

storms, hurricanes, etc. Any schedule delay shall be communicated by the Contractor to the Town immediately following the decision to implement a delay. In the event of missed collection due to inclement weather the Contractor will recover the missed collection route in accordance with the operational plan presented in the Contractor's RFP submission.

11. **EMERGENCY NOTIFICATION:** The Contractor shall notify the Town within 30 minutes of any accident involving injury or damage to private or public property or the release of hazardous materials, including broken truck hydraulic lines.
12. **COLLECTION VEHICLES:** The Contractor shall utilize collection vehicles that are in good working order which meet all applicable Federal, state and local safety and environmental rules and regulations. All vehicles, dumpsters, carts and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. All vehicles must be completely enclosed with metal bodies and compactor units. They shall be maintained and operated in a manner to eliminate blowing and spillage of Solid Wastes. All vehicles shall be maintained so that the contents shall not leak out or spill. Any waste spilled onto public or private property shall be cleaned up immediately by Contractor at its sole cost and expense. Each vehicle shall be equipped with an operating two-way radio, cellular communication device or suitable alternative that maintains communication between the driver and the Contractor's office. The Contractor shall employ competent and courteous employees and shall immediately terminate or otherwise release an employee from performing services hereunder when requested by the Town for cause.
13. **OFFICE:** The Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with telephones with local numbers and/or a toll-free number and shall have an individual familiar with the Town and services available from 8 a.m. to 5 p.m. on regular collection days. Further, the office shall have an answering service to take emergency calls when personnel are not present.
14. **DEDICATION OF EQUIPMENT:** Contractor agrees to dedicate for the exclusive purpose of this contract collection vehicles that are in clean, good working order. Contractor agrees to maintain back-up collection vehicles to perform contract services in the event the primary vehicles are unable to service a collection route.
15. **EMPLOYEES:** All employees of the Contractor must have a minimum of ten (10) hours of relevant OSHA training. The Contractor shall maintain training records as required by state and federal laws.
 - a. All vehicle drivers shall be trained regarding the collection routes they are to follow within the Town of Montague prior to their first working shift as a vehicle driver.
 - b. The use of brightly colored safety vests is required if the shirt is not a bright safety colored garment.
 - c. The driver of the collection truck shall travel all roads and streets in accordance with all traffic regulations.

- d. All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time shall they solicit or request gratuities of any kind. Any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous shall be removed from service under this Contract by the Contractor. The Contractor shall not again employ that employee within the Municipality without the consent of the Town.

16. CARE OF PROPERTY: The Contractor shall take all proper precautions to protect all public and private property from unnecessary interference, injury, or damage. If any property is damaged through the fault of the Contractor or its employees, it shall promptly repair the same at its own expense. The Contractor shall handle Solid Waste receptacles with care so that they will not be caused to be damaged, and after being emptied, such receptacles shall be placed in the same place where found.

16.1 The Contractor shall be responsible for any damage to private property caused by the Contractor's or subcontractor's employees during performance of this Contract. The Contractor shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the Town. Within five (5) working days of the Contractor's notification by a customer or the Town, of a claim of fifty dollars (\$50.00) or less, the Contractor shall resolve or make a commitment to pay a damage claim. Within ten (10) working days of the Contractor's notification by a customer or Town of a claim in excess of fifty dollars (\$50.00), the Contractor shall deliver written documentation to the Town describing the complaint, the Contractor's and complainant's calculation of damages and either a commitment for immediate payment by the Contractor or a clear explanation of why the Contractor disputes the complainant's claim.

17. TITLE TO SOLID WASTE: The Contractor shall receive title to all Solid Waste that is to be collected by Contractor under this Contract. The Town shall not be considered the generator of such Solid Waste for any purpose.
18. RULES & REGULATIONS: The Contractor shall follow the rules and regulations established by Town relating to curbside collection of Solid Waste and Recyclable Materials under this Contract. At a minimum, all requirements of the RFP shall be followed.

ARTICLE IV UNACCEPTABLE WASTE & OVERWEIGHT CONTAINERS

1. UNACCEPTABLE WASTE: Contractor is not obligated to collect Containers which include Unacceptable Waste. Such Containers, whether holding Solid Waste or Recyclable Material, shall have a tag affixed identifying the reason it was not collected.
2. OVERWEIGHT CONTAINERS: Contractor is not obligated to collect Containers weighing over fifty (50) pounds each. If the Contractor elects not to collect an overweight container a tag shall be affixed to the Container identifying this as the reason it was not collected.

ARTICLE V RECYCLING

1. **RECYCLING:** The Contractor shall provide for the collection of Recyclable Materials from all residential properties served by the municipal curbside collection program as well as Recyclable Materials containers from municipal locations.

Recyclable Materials collected under this Contract shall be transported to the Springfield MRF and weighed at the facility under the Town's name. All scale house tickets shall be submitted to the Town no less frequently than once per month.

2. **RECYCLABLES SPECIFICATIONS:** Recyclable Materials shall be loose, not bagged. Acceptable and Unacceptable Recyclable Materials refers to all materials listed as such by the Springfield MRF and identified at www.springfieldmrf.org. Acceptable materials may change from time-to-time. The Town shall notify the Contractor of any such changes.

ARTICLE VI PUBLIC EDUCATION AND BENEFITS

1. Contractor agrees to work with the Town to create an annual (January 1 – December 31) program guide outlining the Town's current collection program. Contractor agrees to supply the Town with recycling calendars on an annual basis. The calendar will highlight accepted recyclable material and identify collection weeks for paper and containers. The Contractor will work cooperatively with the Town to determine language, content, layout of such calendars. The final copy will be submitted to the Town no later than November 1st of the preceding year.
2. Contractor shall provide end users of Contractor services with access to a mobile application tool that will provide recycling education, service details, schedule changes, and more, via a third party mobile application of Contractor's choice, accessible by the end user by mobile device or computer. To the extent it is proven to be an effective and efficient tool, the Contractor and Town agree to work together to deploy use of the smart application to end users, and to work collaboratively in rolling out the smart application in an effort to maximize participation.
3. Contractor shall donate the sum of \$5,500.00 (Five Thousand Five Hundred Dollars) on each anniversary of the Term, with first payment due on June 1, 2025, to the Town, to be used for community initiatives that support art, culture and other community events through its RiverCulture Initiative, at its sole discretion.

**ARTICLE VII
DELIVERY OF WASTE TO THE SOLID
WASTE DISPOSAL FACILITY**

1. **WEIGHING OF TRUCKS:** All Solid Waste collected and transported hereunder shall be delivered to a Waste Disposal Facility selected by the Contractor.

The facility will utilize and maintain truck scales to weigh all vehicles delivering waste to the facility. The Contractor agrees to have each vehicle weighed inbound and outbound, indicating gross weight, tare weight, time and truck identification on facility's weight records. In addition, the Contractor shall deliver to the Waste Disposal Facility only waste collected or received pursuant to the terms of this Contract. All scale house tickets shall be submitted to the Town no less frequently than once per month.

2. **COMMINGLING:** The Contractor shall not commingle any Solid Waste or Recyclable Materials collected within the Town with commercial or industrial waste, or residential waste generated in any other municipality.

**ARTICLE VIII
FUEL ADJUSTMENT**

1. Contract prices are based on the price of diesel fuel on April 17, 2023 per the US DOE New England PADD 1A: \$4.540. The Contractor's percentage of the collection cost associated with transportation fuel is 10.4%. A fuel charge and fuel credit will be based on this percentage only.
2. The fuel formula is $(\text{average monthly fuel price} - \text{base fuel price}) / \text{base price} = \% \text{ increase/decrease in fuel cost (A)}$. $\text{Monthly collection cost (D)} * \% \text{ for transportation fuel} = \text{base fuel cost per month (B)}$. $\text{Base fuel cost per month (B)} + \% \text{ change} = \text{monthly fuel charge/credit (C)}$. Monthly fuel charge/credit (C) is added to monthly collection cost (D).

$B + A = \text{monthly adjusted fuel cost (C)}$

$C + D = \text{adjusted monthly collection cost}$

ARTICLE IX PENALTIES RELATED TO PERFORMANCE

1. Penalties Related to Performance: The Contractor is expected to provide a high level of service. Failure to perform will result in the following penalties. All damages referred to below will be deducted by the Town from any payment then or thereafter due to the contractor.

| Penalties Related to Performance | |
|--|-------------------------------|
| Failure to immediately pick up materials spilled during collection | <i>\$50 per occurrence</i> |
| Failure to promptly pick up waste spilled during haul in Town or outside Town boundaries | <i>\$50 per occurrence</i> |
| Mishandling of Solid Waste or recycling containers or containers obstructing a road, driveway, or mailbox | <i>\$50 per occurrence</i> |
| Failure to leave a rejection notice on material that is unacceptable | <i>\$25 per occurrence</i> |
| Commingling materials collected from the Town collection with materials not collected from the Town | <i>\$500 per occurrence</i> |
| Commingling recyclable material with Solid Waste in violation of the MassDEP Waste Ban regulation | <i>\$1,000 per occurrence</i> |
| Delivering Recyclable Materials to sites that will be billed to the Town other than as described in the Contract. | <i>\$500 per occurrence</i> |
| Failure to deliver all collected Recyclable Materials to the Springfield MRF. | <i>\$500 per occurrence</i> |
| Collecting material listed in the MassDEP Waste Ban regulation due to failure to use reasonable care not to do so. | <i>\$500 per occurrence</i> |
| Failure to maintain direct voice links between the dispatcher and lead trash and recyclable materials drivers as well as their supervisor. | <i>\$50 per occurrence</i> |
| Continued violation of traffic laws, ordinance or regulation during collection and haul after written notice to correct from the Town. | <i>\$250 per occurrence</i> |

ARTICLE X INSURANCE

1. **LIABILITY INSURANCE:** The Contractor will obtain and maintain the insurance coverage as outlined below chart throughout the term of this Contract.

| Coverage | Limits of Liability |
|--|--|
| Workers Compensation | Statutory |
| Employers Liability | \$1,000,000 |
| Bodily Injury Liability (except automobile) | \$1,000,000 each occurrence \$3,000,000 aggregate |
| Property Damage Liability (except automobile) | \$1,000,000 each occurrence \$3,000,000 aggregate |
| Automobile Bodily Injury Liability | \$1,000,000 each occurrence |
| Automobile Property Damage | \$1,000,000 each occurrence |
| Excess Umbrella Liability | \$5,000,000 each occurrence |

2. All insurers providing coverage pursuant to the Contract shall be companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town. Certificates evidencing all such coverages shall be provided to the Town upon the execution of the Contract. Each certificate shall specifically refer to the Contract and shall state that such insurance is as required by the Contract. Failure to provide or continue in force such insurance shall be deemed a material breach of the Contract and shall be grounds for immediate termination at the discretion of the Town. Thirty (30) days prior written notice will be given to the Town in the event of cancellation associated with each of the required policies. The Town shall be named as an additional insured on all policies required hereby (excluding Worker's Compensation). The Contractor's insurer shall have no right of recovery or subrogation against the Town of Montague.
3. Renewals of the Contractor's insurance certificate must be promptly presented to the Town.

ARTICLE XI MISCELLANEOUS

1. **ASSIGNMENT:** The Contractor shall not assign or sublet this Contract, in whole or part, or delegate any of the work to be performed to any other person, partnership, firm or corporation without the prior, written consent of the Town's Selectboard, nor shall the Contractor assign any monies due, or to become due under this Contract, without the prior written consent of the Town's Selectboard. The Contractor, after written consent by the Town's Selectboard, may subcontract with others to provide a portion of the Contracted services where the Contractor does not have the necessary equipment or personnel to perform the services required. Such a contract shall not relieve the Contractor of total responsibility for providing and maintaining service and from compliance with the Contract documents. Any consents and approvals required in this Section shall not be unreasonably withheld.

2. **FORCE MAJEURE:** Except as expressly provided under the terms of this Contract, either party hereto will be excused for any delay in performance under this Contract to the extent that such delay is the result of any unforeseeable happening or event beyond its reasonable control, provided that the party hindered or delayed immediately notifies the other party in writing describing the circumstances causing delay. Such happenings or events will include the following, if material: terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, acts of God, inability to obtain or shortage of material, equipment or transportation and strikes, boycott, lockouts or other labor trouble or shortage (each, a “Force Majeure Event”). Whenever a Force Majeure Event shall occur, the party claiming to be adversely affected thereby shall, as promptly as practicable, use all reasonable efforts to eliminate the cause therefor, reduce costs and resume performance under this Contract. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this Contract.
3. **DEFAULT AND TERMINATION:** Except as otherwise provided in Section 2 (Force Majeure), the failure of either Party to perform an obligation under this Contract shall be considered a breach of this Contract, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) business days from the receipt of the notice to cure any failure to pay money under this Contract, or (ii) twenty- one (21) business days from the receipt of the notice to cure any other default under this Contract. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Contract by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys’ fees and costs associated with enforcement of this Contract. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Contract. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town.

Termination of this Contract shall not prejudice or waive any rights or action which the Town may have against the Contractor up to the date of such termination.

4. **BREACH OF CONTRACT:** If the Town reasonably determines that the Contractor has materially breached the terms of this Contract, the Contractor shall be responsible for any fees incurred by the Town due to this breach, including attorney and court fees.
5. **LIABILITY OF PUBLIC OFFICIALS:** Nothing in this Contract shall be construed to render the members of the Selectboard, Town Administrator, or any other officer, employee or agent of the Town, or their successors in office, personally liable for any obligation under this Contract.
6. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold Town harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys’ fees and costs of defense, based upon or arising out of Contractor’s breach of this Contract, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful

misconduct of Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Contract.

In any event that the Town is sued or becomes subject to administrative action because the Contractor has failed to properly transport, process or dispose of the Town's non-hazardous Solid Waste that the Contractor is obligated to collect, process, or dispose of under this Contract, full restitution will be made to the Town for all expenses, fees, fines or other costs or charges incurred by the Town therefor.

Notwithstanding any provision in this Contract to the contrary, Contractor shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the collection services.

In no event whether in contract, tort or otherwise shall either party be liable to the other for any special, incidental, or indirect damages.

The indemnification obligations of this section shall survive the termination or expiration of this Contract for any reason.

7. **STATEMENT OF COMPLIANCE:** The Contractor shall comply with all federal, state and local laws, rules, regulations and orders applicable to the service provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such service, including without limitation permits and approvals from the Town.

In accordance with M.G.L. Chapter 149, Section 27 the wage rates for workers under this contract are to be paid at the rates established by the Director of the Massachusetts Department of Labor Standards. The Contractor shall provide the Town with certified weekly payroll information for all employees working in the Town. This shall include regular drivers and laborers, as well as temporary and day laborers. The information shall be provided to the Town at the end of each month.

8. **NON-DISCRIMINATION:** The Contractor shall not discriminate against any person because of race, color, religion, gender, gender orientation or gender identity, age, genetic information or disability, ancestry, religion, national origin, veteran status, marital status, political affiliation or belief or any other class protected under state or federal law.
9. **PRIVATE ARRANGEMENTS:** Nothing in this Contract shall prevent the Contractor from entering into private arrangements concerning collection and removal of Solid Waste with any restaurant, retail or commercial business, or industrial location, provided that such arrangements in no way interfere with the Contractor's obligation under this Contract and that such collections are made with a separate vehicle other than the residential collection vehicles.
10. **FAMILIARIZATION WITH CONTRACT DOCUMENTS:** Failure of the Contractor to be completely familiar with all the Contract Documents and their contents shall in no way release the Contractor from any obligation with respect to the Contract.

11. **APPLICABLE LAW:** The laws and regulations of the Commonwealth of Massachusetts and the Town shall govern the validity, interpretation, construction, and performance of this Contract and the Contractor submits only to the jurisdiction of any of the appropriate courts located in the Commonwealth of Massachusetts for the adjudication of disputes arising out of this Contract.
12. **COMPLIANCE WITH LAWS:** Each party to this Contract shall comply with all federal, state and local laws, by-laws, rules, regulations, and all administrative and judicial positions known to it, except for such period as it may in good faith be contesting the validity or application thereof.
13. **CONFLICTS OF INTEREST:** Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees.
14. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract and shall not be considered an employee or agent of the Town for any purpose.
15. **INSPECTIONS AND REPORTS:** The Town shall have the right at any time to inspect the services, material, and delivered supply of the Contractor. Whenever requested, Contractor shall immediately furnish to the Town full and complete written reports of operations under this Contract in such detail and with such information as the Town may request.
16. **NOTICES:** Any notices required by this Contract shall be sufficient if sent by the parties via United States certified mail, postage paid, to:

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

With a copy to:
KP Law, P.C.
101 Arch Street, Floor 12
Boston, MA 02110

Gerry Galena
Casella Waste Management of Massachusetts, Inc.
49 Sword Street
Auburn, MA 01505

With a copy to:

Shelley Sayward, SVP & General Counsel
Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, Vermont 05701

17. SEVERABILITY: If any provision of this Contract is held invalid by any court or body of competent jurisdiction, the remainder of the Contract shall remain in full force and effect.
18. HEADINGS: The section headings in this Contract are for convenience and reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.
19. ENTIRE CONTRACT: This Contract and the documents incorporated therein contain the entire understanding of the parties with respect to the subject matter and terms hereof, and supersede all prior Contracts, correspondence, representations and understandings of the parties. This Contract may be amended or modified only by written instrument duly executed by the parties.
20. COUNTERPARTS: This Contract may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original. Facsimile and portable document format (PDF) copies of signatures shall be deemed original signatures.
21. LEGAL CERTIFICATION: By acceptance of this Contract, the Contractor certifies that it has complied and will continue to comply with all ordinances, laws and regulations, including but not limited to all Massachusetts tax laws, and certifies that it is authorized to do business in Massachusetts.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Contract to be executed by their duly authorized representatives on the day and year first written above.

CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.:

BY: _____

DATE: _____

TOWN OF MONTAGUE SELECTBOARD

By its Selectboard

By: _____
Richard J. Kuklewicz, Chair

By: _____
Christopher M. Boutwell, Sr., Vice Chair

By: _____
Matthew Lord, Clerk

SCHEDULE A

Trash & Recycling Collection and Hauling

| | | |
|------------------------------|----|------------|
| July 1, 2024 – June 30, 2025 | \$ | 485,000.00 |
| July 1, 2025 – June 30, 2026 | \$ | 509,250.00 |
| July 1, 2026 – June 30, 2027 | \$ | 534,712.50 |

Trash Disposal

| | |
|------------------------------|---------------|
| | Price per Ton |
| July 1, 2024 – June 30, 2025 | \$112/ton |
| July 1, 2025 – June 30, 2026 | * |
| July 1, 2026 – June 30, 2027 | * |

* subsequent years will increase by the greater of 5% or CPI.

12c

REAL ESTATE PURCHASE AND SALE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") made this _____ day of July, 2023, by and between **GREENFIELD MONTAGUE TRANSPORTATION AUTHORITY**, a Massachusetts transportation authority established under Massachusetts General Laws Chapter 161B, with an address at 14 Court Square, Greenfield, Massachusetts 01301 (the "Seller") and **JIMBOB REALTY, LLC**, a Massachusetts limited liability company, with an address at 1 Main Street, Greenfield, Massachusetts 01301, or its nominee (the "Buyer").

R E C I T A L S

The Seller is the owner of the real property together with improvements thereon located at 382 Deerfield Street, Greenfield, Franklin County, Massachusetts, containing 1.361 acres, more or less, Assessor's Parcel ID 15-4-0, and being a portion of that property described in Deeds recorded in the Franklin County Registry of Deeds (the "Registry") in Book 706, Page 21 and Book 706, Page 59 (the "Premises"). The Premises are further shown on a plan entitled "Plan of Land in Greenfield MA Surveyed for Greenfield Montague Transportation Area," dated July 6, 1994, prepared by Edward Muszynski, PLS, recorded with the Registry in Plan Book 89, Page 50 (the "Plan"). The Seller desires to sell the Premises to the Buyer, and the Buyer desires to purchase the Premises from the Seller, upon the terms and conditions hereinafter set forth.

AGREEMENT

In furtherance of the foregoing and in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Sale and Purchase of Premises.

(a) The Seller agrees to sell the Premises to the Buyer and the Buyer agrees to purchase the Premises from the Seller, upon the following terms and conditions.

(b) Included in the sale as part of the Premises are:

- (i) All of Seller's right, title and interest in and to any land lying in the bed of any public highway, street, road or avenue in front of or abutting or adjoining the Premises or any portion thereof and all privileges, beneficial easements and restrictions, and other rights, of whatever nature, appurtenant to, in favor of or commonly enjoyed with the Premises.
- (ii) All buildings, structures and improvements now located thereon.
- (iii) To the extent assignable, all right, title and interest of the Seller in and to all plans and surveys relating to the Premises in the possession of the Seller, if any.
- (iv) To the extent assignable, all right, title and interest of the Seller in and to all permits, certificates, variances, consents, approvals, applications, submissions, notices, correspondence or like documents to and from any governmental agency and pertaining to the Premises, if any.

2. Purchase Price; Payment of Purchase Price; Deposit.

(a) Purchase Price. The Seller and the Buyer agree that the total purchase price for the Premises shall be FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00) (the "Purchase Price").

(b) Payment. The total Purchase Price shall be payable as follows:

- (i) An initial deposit of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) has been paid to bind the offer to Greenfield Group Real Estate, as Escrow Agent (as defined in Section 17 hereof) (the "Deposit");
- (ii) The balance of Three Hundred Seventy-Five Thousand and 00/100 Dollars (\$375,000.00) payable by wire transfer of immediately available funds or by attorney IOLTA account check on account of the Buyer upon delivery of the Deed, at the discretion of the Seller.

(c) Deposit in Escrow. The Deposit shall be held by the Escrow Agent in escrow during the period between the date of this Agreement and the Date of Closing, subject to the Buyer's right to receive the Deposit back from the Seller upon the terms and conditions set forth in this Agreement.

3. Closing. The Deed is to be delivered and the balance of the Purchase Price described in Section 2 is to be paid at 10:00 A.M. at the offices of Crear, Chadwell, Dos Santos & Devlin, P.C., One Monarch Place, Suite 310, Springfield, Massachusetts (or any other place agreed to by the parties), on or before August 15, 2023 (the "Closing" or "Date of Closing") or a closing by mail, at Seller's discretion. To enable the Seller to make conveyance as herein provided, the Seller shall, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all monetary encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said Deed. On the Date of Closing, the Seller shall, in addition to all other obligations of the Seller that are set forth in this Agreement, provide the Buyer with the following:

(a) Affidavits or certificates with respect to the following:

- (i) Mechanics' liens and Parties in Possession;
- (ii) Massachusetts Expanded Policy Affidavit for title insurance purposes;
- (iii) Non-foreign Seller certification;
- (iv) Such other affidavits as may be reasonably required by the Buyer's lender or its title insurer, provided Seller shall not issue any indemnities to Buyer or Buyer's lender or title insurer for any affidavit or certificate under this Section 3(a).

(b) The Deed with respect to the Premises as provided above.

If at Closing the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the Deed the Premises do not conform with the provisions hereof, Seller may, but shall have no obligation to, use efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of twenty-one (21) days.

4. Deed.

(a) Deed. The Premises shall be conveyed by Seller to the Buyer by a good and sufficient Quitclaim Deed (the "Deed") to Buyer conveying a good and clear record and marketable title thereto, free from all encumbrances except as follows:

- (i) Provisions of the local Zoning Ordinance for the City of Greenfield and other applicable laws and regulations of any governmental authority in effect on the Date of Closing;
- (ii) Easements granted to public utilities or any other governmental agency or body;
- (iii) Such taxes for the current fiscal tax year as are not due and payable on the Date of Closing, which shall be adjusted as set forth below;
- (iv) Any liens for municipal betterments assessed after the date of this Agreement and/or orders for which assessments may be made after the date of this Agreement; and
- (v) Two (2) easements and rights of way for the benefit of the City of Greenfield appurtenant to the Greenfield Wastewater Treatment Plant, as further described in Paragraph 5.

It is a condition of Buyer's obligation to close hereunder that title to the Premises shall be insurable by a reputable title insurance company of its choice licensed to do business in the Commonwealth of Massachusetts, which title policy shall contain no exceptions other than those referred to in this Section 5. All title insurance premiums shall be paid by Buyer.

It is understood and agreed by the parties hereto that title to the Premises shall be deemed to be defective unless all buildings, structures, and improvements, including but not limited to any driveways, garages, fences, and all means of access to the Premises shall be located completely within the boundary lines of the Premises and shall not encroach upon or under the property of any other persons or entity and no building, structures, or improvements of any kind belonging to any other persons or entity shall encroach upon or under the Premises.

(b) Title. Buyer shall have the right to terminate this Agreement by written notice thereof sent to Seller prior to Closing if title to the Premises does not conform to the provisions of this Agreement. Any such notice shall be accompanied by a copy of Buyer's title reports and all instruments referred to therein.

5. Easements and Rights of Way. Prior to the Closing, the Seller shall convey to the City of Greenfield, for the benefit of the property currently the site of the Greenfield Wastewater Treatment Plant, located to the west of the Premises: (i) a 30' foot wide non-exclusive easement and right of way for access to and the installation, construction, operation, maintenance, repair and replacement of utilities, in the approximate location as shown on the preliminary plan attached hereto as Exhibit A; and (ii) a 10' foot wide non-exclusive easement and right of way for access to and the installation, construction, operation, maintenance, repair and replacement of utilities, in the approximate location as shown on the preliminary plan attached hereto as Exhibit A. Seller shall be responsible for the cost of preparing and recording a plan depicting the easement areas and drafting and recording the easement deed conveying the aforesaid rights which shall be subject to the Buyer's prior review and approval. Said easement reservations shall include the Buyer's right to use the easement area for all parking purposes and other purposes excluding the placement of any structures or other improvements, including vegetation on the easement areas that would interfere with the City's use of said easements.

6. Closing Costs. The Buyer shall pay all of the Buyer's costs and expenses, including but not limited to its attorneys' fees, title fees and costs, recording fees for all documents to be recorded and for title insurance in connection with the purchase of the Premises by the Buyer. The Seller will pay for its own attorneys' fees, all transfer taxes (if any) and all recording fees relating to discharges of mortgages and liens.

7. Condition of Premises; Casualty; Eminent Domain.

(a) Except as indicated on Schedule A attached hereto, full possession of the Premises free of all tenants or other occupants is to be delivered to the Buyer on the Date of Closing and the Premises and then in the same condition as they now are, reasonable wear and the use thereof excepted. The Premises are currently occupied by the Franklin Regional Transit Authority (the "Tenant"). This Agreement is contingent on the Tenant vacating the Premises on or before the Closing Date.

(b) The buildings on said Premises shall, until the full performance of this Agreement, be kept insured as currently insured by Seller. In case of damage to said Premises from any cause whatsoever, other than reasonable use and wear, after the signing and delivery of this Agreement by all parties hereto, and unless the Premises shall have been restored to its former condition by the Seller prior to the Closing Date, the Buyer may, at the Buyer's option, either cancel this Agreement and recover all sums paid hereunder or require as part of this Agreement that the Seller pay over or assign, on delivery of the Deed, all sums recovered or recoverable on any and all insurance covering the damage.

(c) In the event that all or any portion of the Premises is taken after the date hereof by exercise of the power of eminent domain or in the event that access to or egress from the Premises shall be taken or impaired unless it is temporary, or in the event of any change to any public way or the grade thereof that adversely affects access to the Premises or in the event that notice of any of the foregoing shall be made public or otherwise come to the attention of the Seller or the Buyer, the Buyer may either (i) consummate the sale with the Seller assigning to the Buyer all claims and rights, if any, on account of or arising out of any of the foregoing in relation to the Premises, or (ii) terminate this Agreement in which case the Deposit shall be refunded to the Buyer and the parties shall have no other obligation to each other. If (i) is elected by Buyer, the amount of the claim to the extent it exceeds the purchase price shall be retained by the Seller.

8. Adjustments. Water and sewer charges, rents, municipal charges, and fuel, for the current tax year which are customary adjustments shall be apportioned as of the Date of Closing. A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, §63A as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by the Buyer at the time of delivery of the deed. These provisions shall survive the delivery of the Deed.

9. REBA Conveyancers Association Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association for Massachusetts in effect on the date of this Agreement shall be covered by such title standard or practice standard to the extent applicable.

10. Representations and Warranties of Seller. The Seller represents, warrants and covenants, to the best of the knowledge and belief of Steven Ellis, without a duty of inquiry, to Buyer as follows:

(a) At the time of the Closing there shall be no existing and/or outstanding rights of first refusal, option rights, or other rights to purchase the Premises in favor of any other party.

(b) Seller has not been notified of any violations of any applicable municipal, state and/or federal ordinances, regulations, or statutes pertaining to the Premises.

(c) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the income tax regulations promulgated thereunder.

(d) Seller has not retained any person or firm to file any notice of protest against, or to commence any action to review, any real property tax assessment against the Premises, and no such action has been taken by or on behalf of any party.

(e) Other than matters of record in the Franklin County Registry of Deeds or other matters specified in this Agreement, there are no covenants, easements, licenses or rights of any parties, whether recorded or unrecorded, which affect the Premises or the use or operation of the Premises in any fashion whatsoever.

(i) There is not now pending, nor is there threatened against the Seller, or any beneficiary of Seller, any action in bankruptcy, whether voluntary or involuntary or otherwise; any assignment for the benefit of creditors; or any petitions seeking reorganization, liquidation, moratorium, dissolution or similar relief under any federal, state, or other law relating to bankruptcy, insolvency, reorganization or other relief for debtors.

(j) The Seller shall not, without the prior written consent of the Buyer, modify or amend any current lease for any space at the Premises or execute any new lease for any space at the Premises.

11. Brokers. The parties represent and warrant to each other they have not dealt with any broker other than Greenfield Group Real Estate which broker shall be paid by the Buyer pursuant to the terms of a separate agreement between said broker and the Buyer. Each party shall, to the extent permitted by law, indemnify and hold each other harmless including payment of attorneys' fees and court costs for any breach of this representation.

12. Assignment. The Buyer shall be entitled to assign or otherwise transfer its rights under this agreement to any person, firm or other entity of which one or more of the members of the Buyer is an owner.

13. Default of Buyer, Liquidated Damages. In the event that the Buyer fails to perform all of Buyer's obligations under this Agreement, and provided that the Seller is not in default under this Agreement, the Seller and the Buyer agree that the Seller shall be entitled to retain as liquidated damages the Deposit, in lieu of all other rights or remedies the Seller may have at law or in equity. The Seller and the Buyer recognize and agree that the determination of actual damages in the event of any default by the Buyer would be difficult and this liquidated damage provision is therefore fair and reasonable and constitutes the Seller's sole remedy as a result of the Buyer's default. The Buyer further acknowledges and agrees that this provision does not constitute a penalty against the Buyer.

The Seller and Buyer agree that if and when this conveyance is completed and the Deed duly recorded, Seller shall not be entitled to claim a right to nor bring an action to recover under the liquidated damages provisions of this Agreement.

14. Seller's Default. If Seller should fail to consummate the sale contemplated herein for any reason other than Buyer's default, Buyer may avail itself of, the right to terminate this Agreement and receive the prompt return of the deposit.

15. Notices. All notices, statements, demands, requests, consents, communications and certificates from either party hereto to the other shall be made in writing unless specified to the contrary herein and sent by, registered or certified mail, postage prepaid, federal express or similar overnight delivery service for which a receipt is made or is hand delivered by a representative of the attorney representing the party delivering such notice with an affidavit of service by such representative, addressed as follows:

(a) If intended for the Buyer:

JimBob Realty, LLC
c/o Damon Cartelli, Manager
434 Memorial Avenue
West Springfield, MA 01089
Dcartelli@fathers-sons.com

With copy to:

Antonio E. Dos Santos, Esquire
Crear, Chadwell, Dos Santos & Devlin, P.C.
One Monarch Place, Suite 310
Springfield, MA 01144
Telephone: 413-747-5440
Email: adossantos@ccddl.com

(b) If intended for the Seller:

City of Greenfield
Greenfield Montague Transportation Authority
Attn: Danielle Letourneau, Chair

14 Main Street
Greenfield, MA 01301

With copy to:

Katharine Lord Klein, Esquire
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
Telephone: 617-654-1834
Email: kklein@k-plaw.com

or such other addresses as either party hereto may from time to time direct by service of notice to the other party as provided above. Any such notices, statements, demands, request, consents, communications or certificates shall be deemed given on the date the same are received in accordance with this Section 15 or hand delivered.

16. Premises Sold "AS IS". BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PREMISES ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ANY SELLER RELATED PARTIES, OR THEIR AGENTS OR BROKERS, OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER, AS TO ANY MATTERS CONCERNING THE PREMISES, INCLUDING WITHOUT LIMITATION: (i) the quality, nature, adequacy and physical condition and aspects of the Premises, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Premises, (iv) the development potential of the Premises, and the Premises' use, habitability, merchantability, or fitness, suitability, value or adequacy of the Premises for any particular purpose, (v) the zoning or other legal status of the Premises or any other public or private restrictions on use of the Premises, (vi) the compliance of the Premises or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence of Hazardous Materials on, under or about the Premises or the adjoining or neighboring property, (viii) the quality of any labor and materials used in any improvements on the Premises, (ix) the condition of title to the Premises, (x) the value, economics of the operation or income potential of the Premises, or (xi) any other fact or condition which may affect the Premises, including without limitation, the physical condition, value, economics of operation or income potential of the Premises.

The terms of this Section 16 shall survive the closing on the Premises.

17. Escrow Agent as Party to Agreement. The Seller and the Buyer agree that Greenfield Group Real Estate shall be the Escrow Agent and the Escrow Agent shall not be liable for any action or non-action taken in good faith in connection with the performance by the Escrow Agent of its duties hereunder but shall be liable only for willful default or acts of bad faith. The Escrow Agent shall disburse the Deposit only upon joint written instruction of both the Seller and the Buyer, or upon the request of either the Seller or the Buyer if after written notice by the Escrow Agent to the other party and the expiration of five (5) days from the date of delivery of such written notice no objection to the disbursement of the Deposit has been made by the other party. Without limiting

the generality of the foregoing, in the event of any dispute with respect to the delivery of any amounts being held in escrow by the Escrow Agent, the Escrow Agent is authorized to retain such amounts in its possession, without liability to any person, until such dispute has been settled by mutual agreement of the parties or by a final order, decree or judgment of a court of competent jurisdiction and the time for appeal has expired and no appeal has been perfected. The Escrow Agent shall not be under any duty to institute or defend any such proceedings. In no event shall the Escrow Agent be required to take any action unless and until indemnified to its satisfaction by the party requesting such action. In the event that the Escrow Agent institutes any declaratory, interpleader or other action, the Seller and the Buyer agree to indemnify and hold the Escrow Agent harmless in equal shares from and against its reasonable costs and expenses and reasonable attorneys' fees incurred in connection therewith, which may be deducted from the Deposit to the extent available. The Escrow Agent has executed this Agreement to indicate its acceptance of the provisions of this Agreement and its agreement to abide by those provisions of this Agreement that are applicable to the Escrow Agent. The Escrow Agent shall not be paid any fees or other amounts in connection with the performance by the Escrow Agent of its services hereunder.

18. Non-recording; Confidentiality. This Agreement shall not be recorded in whole or in part, and any party doing so, or causing same to be done shall be deemed to be in default of this Agreement.

19. Entire Agreement, Amendments. This Agreement sets forth the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and no change or modification shall be valid unless made in writing, signed by all of the parties hereto.

20. Successors and Assigns, Applicable Law. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflicts of laws principles.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

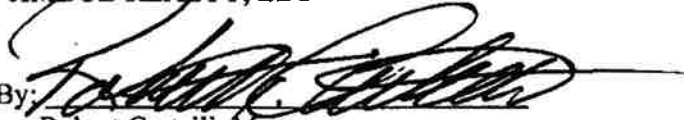
22. Underground Tank. The parties hereto acknowledge that the Premises contains an underground diesel fuel storage tank. The parties hereto agree that the cost for removal and any remediation for said fuel storage tank shall be the liability of the Buyer.

[intentionally left blank - signature page follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as a sealed instrument as of the date first written above.

THE BUYER:
JIMBOB REALTY, LLC



Witness

By: 
Robert Cartelli, Manager

THE SELLER:

GREENFIELD MONTAGUE
TRANSPORTATION AUTHORITY


Witness

By: 
Steven Ellis, Duly Authorized
Trustee

THE ESCROW AGENT:
GREENFIELD GROUP REAL ESTATE


Witness

By: 
Name: 
Title: Broker

EXHIBIT A

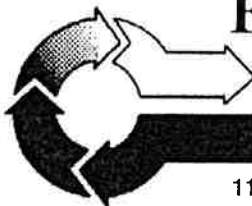
Preliminary Plan entitled "Easement Plan in Greenfield MA Prepared for The City of Greenfield, MA,"
dated July 6, 2023

SCHEDULE A

List of Tenants

Franklin Regional Transit Authority

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

117 Main Street., 2nd Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT AND THE TOWN OF MONTAGUE

This MEMORANDUM OF UNDERSTANDING is executed on this _____ day of _____ 2023, by and between the TOWN OF MONTAGUE, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the TOWN, and the Franklin County Solid Waste Management District, hereinafter referred to as the DISTRICT.

WHEREAS, participating towns have appropriated the funds required for a regional household hazardous waste collection event;

THEREFORE, the Town hereby requests that the DISTRICT initiate a collection event with the following conditions:

1. There will be a regional household hazardous waste collection event on Saturday, September 23, 2023.
2. There will be two (2) sites operating concurrently on the collection day at Greenfield Community College and the Orange Transfer Station.
3. The District will be responsible for the coordination and administration of the event.
4. The Town will be charged its proportional share of the costs of the collection, based upon administrative expenses, the number of participants from the town, and the volume of hazardous waste received from town residents.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT, HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

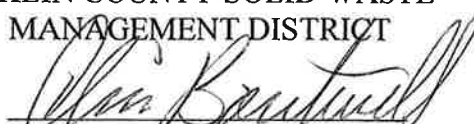
TOWN OF MONTAGUE

Board Member

Board Member

Board Member

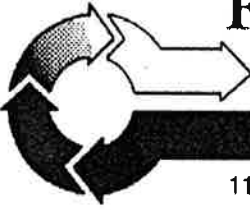
FRANKLIN COUNTY SOLID WASTE
MANAGEMENT DISTRICT


Chris Boutwell, Chair

071123

Date

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



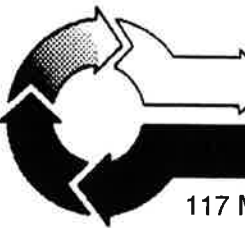
Franklin County Solid Waste Management District

117 Main Street., 2nd Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

Attachment A FY24 household hazardous waste budgets

| TOWN | HHW Budget |
|-------------|------------|
| Athol | \$2,400 |
| Bernardston | \$ 900 |
| Buckland | \$ 950 |
| Charlemont | \$ 400 |
| Colrain | \$2,100 |
| Conway | \$ 500 |
| Deerfield | \$5,000 |
| Erving | \$1,000 |
| Gill | \$1,050 |
| Hawley | \$ 153 |
| Heath | \$1,200 |
| Leverett | \$1,015 |
| Montague | \$5,500 |
| New Salem | \$1,000 |
| Northfield | \$3200 |
| Orange | \$2,000 |
| Petersham | \$1,000 |
| Phillipston | \$1,000 |
| Rowe | \$ 500 |
| Royalston | \$ 500 |
| Shelburne | \$2,474 |
| Warwick | \$ 800 |
| Wendell | \$1,000 |
| Whately | \$1,200 |

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

12E

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

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT
AND
THE TOWN OF MONTAGUE
REGARDING THIRD-PARTY INSPECTION OF THE
TOWN'S MUNICIPAL TRANSFER STATION

This Memorandum of Understanding (MOU) is executed this _____ day of _____, 2023, by and between the Franklin County Solid Waste Management District, hereinafter referred to as the "District," and the Town of Montague, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the "Town."

WITNESSETH THAT:

WHEREAS the Town is a member of the Franklin County Solid Waste Management District, and

WHEREAS the Town operates a permitted municipal transfer station, and

WHEREAS 310 CMR 19.018 requires transfer stations to be inspected yearly by a third-party, and

WHEREAS the Massachusetts Department of Environmental Protection (DEP) has authorized the District to serve as a third-party inspector,

THEREFORE, the District and the Town now agree to the following terms and conditions regarding transfer station inspections conducted by the District:

1. The District shall conduct an inspection of the Town's transfer station to ascertain its compliance with 310 CMR 19.00 Solid Waste Management regulations.
2. The District shall conduct said inspection no later than November 30, 2023 using the MA DEP 3rd Party Inspection forms.
3. The District shall invoice the Town \$175 for the transfer station inspection service. This amount will cover a site visit, mileage, writing and submitting a report to DEP, and follow-up if necessary.
4. The District will supply the Town with a copy of the inspection results and identify areas of noncompliance.

(over)

5. The District shall provide information and assistance to the town to address any items of noncompliance. The Town will provide a schedule for taking corrective actions. All costs associated with corrective actions will be borne by the Town.
6. The District shall submit one copy of the inspection report to the MA DEP, the Town Board of Health, Selectboard, and appropriate departments within fourteen (14) days of the inspection per 310 CMR 19.207 (25)(c) and no later than December 31, 2023.
7. The inspection and the District's assistance does not place any responsibility on the District to ensure compliance nor does it relieve the Town of its legal responsibilities to manage and operate the transfer station in compliance with Massachusetts regulations.
8. The Town will indemnify, save harmless, and exempt the District and other member towns, their officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of the transfer station inspection arising out of a willful or negligent act or omission of the Town, its officers, agents, servants, and employees.
9. The Town will indemnify, save harmless, and exempt the District and other member towns, their officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of the transfer station inspection arising out of an error or omission by the District, its officers, agents, servants, and employees.
11. This MOU shall be effective through June 30, 2023.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

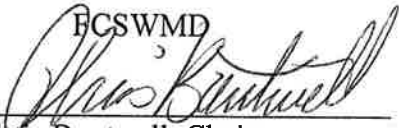
TOWN OF MONTAGUE

Board Member

Board Member

Board Member

Date

FCSWMD

Chris Boutwell, Chair
071123

Date

12F



The GreenHouse
Cannabis Group, Inc.

Joseph B. Price, Jr.
GreenHouse Cannabis Group, Inc.
1 Washington Mall, #1403
Boston, MA 02108

July 12, 2023

RE: Termination of Host Community Agreement

Steve,

It is with a heavy heart that I write you today to notify you that The GreenHouse Cannabis Group, Inc. is no longer pursuing the establishment of cannabis operations in Montague and is forfeiting any rights or agreement under its HCA with the town.

This is a bittersweet decision for the team at The GreenHouse. We are confident that our shift to a business model purely focused on community, entertainment and ecommerce in the New England cannabis industry is an exciting and bold direction for the company and industry as a whole. We only wish that we could have been an even more active member of the Montague community during our time in Millers Falls. I personally fell in love with the charm, character, and community of Montague. Further, you believed in our vision, and we want to make sure we continue to work with you going forward so that you also see the fruits of shared labor.

Please arrange for the refund of \$4,315.50 in collected fees or pre-payments from the company to be paid by check, payable to "The GreenHouse Cannabis Group, Inc.". I will pick up this in person at Montague Town Hall.

Thank you again for everything. This is not the end, it's just the beginning!

Sincerely,



Clean Water Trust – Asset Management Planning Grant

Preliminary Engineering Form Submission

Due August 11, 2023 at noon

This is a water- and wastewater-focused grant program managed in collaboration with MassDEP. It provides a 60% grant match up for a project of up to \$250,000. In effect, if you have a \$250,000 project, you can receive up to \$150,000 in grant funds. The Town is responsible for the other \$100,000, up to 50% of which can be in the form of in-kind (usually staff time) match. The Town must, however, appropriate the full \$250,000 in order to be eligible for the grant.

Montague leveraged this program for the recently completed wastewater collection system study that allowed us to meet requirements related to Inflow and Infiltration assessment and develop a revised Long-Term Control Plan. We used ARPA funds for the purpose of match in the previous project, a portion of which remains ongoing. As proposed, Wright-Pierce would continue to work with the Town on this proposal and resulting project.

Submissions received in August are reviewed and ranked by program officials. They then publish and rank and they public Intended Use Plan (IUP) in January. This is followed by a public hearing and 30-day public comment period. In the months thereafter the program will announce the final IUP, after which time the grantee can begin spending related to the project.

Intended focus of the Project

1. CWF Hydraulic Modeling

1. Evaluate and / or confirm peak capacity of CWF WWCCT and primary treatment
2. Hydraulic modeling – refer to short-term recommendations in Hydraulic Modeling Memo
3. Will clarify future Greenfield Road CSO improvement options and long term CWF capital planning needs

2. Respond to components of new NPDES Permit pertaining to Major Storm and Flood Events Planning. These plans reflect EPA emphasis on climate resilience and environmental protection. Fundable elements of those plans include an asset inventory and condition assessment of CWF, pump stations, and the collection system. This will help meet new NPDES permit requirements and provide insight into long term capital needs.

3. Turners Falls Catch Basin Investigations and Field Investigations, which were recommended for further study in the June 2023 Long Term Control Plan. This will clarify and evaluate elements of the collection system in the Turners Falls village area, including those assets on the vicinity of two CSO regulators and the siphon barrels that lead under the canal to Outfall 2.

MIIA opens application for Risk Management Grant Program

MIIA has opened the application period for its Risk Management Grant Program, now in its 22nd year, which helps MIIA members address safety and risk management priorities.

For fiscal 2024, MIIA is focusing on helping members mitigate property and cybersecurity losses, both of which are top contributors to municipal insurance claims.

Municipalities are encouraged to apply for grants that boost facilities management and preventive maintenance efforts, especially water line inspections and replacement, and the installation of heating equipment and insulation. To address potential cybersecurity issues, municipalities can apply for funds to support cyber risk assessments, social engineering training, multi-factor authentication, and software patches and backup.

A total of \$1 million is available for the fiscal year, with a maximum grant amount for a municipality of \$10,000.

MIIA will begin its review of grant applications on Aug. 4. With a goal of streamlining the review process and enabling faster distribution of funds, MIIA is conducting biweekly grant review and approval until the funding is exhausted.

For more information, visit MIIA's grant information page.