

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF MONTAGUE
JOINT SELECT BOARD AND CABLE COMMITTEE PUBLIC HEARINGS ON COMCAST CABLE
TELEVISION FRANCHISE RENEWAL**

JUNE 17, 2024

Good evening and welcome to the Town of Montague's public hearing on Comcast's cable license renewal. This hearing is part of an ascertainment process, through which the Town will hear public input relative to the community's cable-related needs.

I am Richard Kuklewicz, Chairman of the Montague Selectboard. The Board is the cable licensing authority under Mass. General Laws chapter 166A. With me tonight are Selectboard members Matt Lord and Chris Boutwell; and Bill August, the Town's cable counsel. Also with us tonight is the Montague Cable Advisory Committee, including Chairman Jason Burbank, with whom we are jointly conducting this license renewal public hearing. We are sincerely grateful to Jason and the other Cable Advisory members, Kristi Bodin, Ryne Hager and myself, as well as Town staff, for their work in preparation for this hearing.

Notice of this hearing was published for two successive weeks in the local newspaper. Copies of the legal notice of hearing are here entered into the record as Ascertainment Hearing Exhibits 1 and 2.

Before proceeding to accept public comments, I note for the record and background purposes: Comcast's existing cable television license expires on August 31, 2025. Federal and state law require the holding of public ascertainment proceedings, including this hearing. Ultimately, these proceedings and related negotiations will result in either a renewal of Comcast's license or a denial of such renewal.

We will proceed to receive comments and testimony about what cable-related needs and interests are important to the public and about how Comcast has performed under its existing license. Members of the Committee, Comcast, and other attendees may also have questions or comments. We are open to accepting comments about all cable-related matters of interest to the public, including but not limited to customer service; license administration; the Town's needs regarding the local PEG Access provider - MCTV, community programming and public, educational and governmental access; and maintaining support for the Town's video origination capabilities.

The process of ascertainment of community cable needs will remain open until further notice so this hearing is not in any way the only opportunity for people to submit comments to the Selectboard.

Before proceeding to public comments, I would like to briefly recognize Comcast's representative, Eileen Leahy, and thank her for her cooperative work with the Town on the licensing process. Ms. Leahy (Eileen), if you are in attendance, please identify yourself on behalf of Comcast, and share a few introductory words regarding the license renewal.

Alright, let's get started by hearing from you, the public. Please note that we are recording these proceedings. Each person will have up to three (3) minutes to share their comments and we will hear from everyone before allowing someone a second opportunity to speak.

- We will begin with those who are physically present. Please raise your hand and I will call you each in turn.
- We will then proceed to those who are participating via Zoom. Please use the "raise hand" symbol that can be accessed by clicking the "reactions" icon at the bottom of your screen. If you don't see that icon, try opening Zoom to its maximum size on your view screen. It is sometimes hidden when your Zoom window is not open to its full size.
- For anyone participating via phone, please speak now so I am aware of your interest in speaking and I will call on you after the Zoom video participants are done. To unmute yourself, please press *6.

**LEGAL NOTICE
TOWN OF MONTAGUE CABLE TELEVISION
LICENSE RENEWAL PROCEEDING**

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Please note that while an option for remote attendance is provided as a courtesy to the public, the hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in this hearing should make plans for in-person vs. remote attendance accordingly. Remote access provided via Zoom at: <https://us02web.zoom.us/j/89711128863> or dial-in: +1 (646) 558-8656 Meeting ID: 897 1112 8863.

The Montague Comcast license expires on August 31, 2025. Pursuant to the federal Cable Act, 47 USC 546, the Issuing Authority (Selectboard) conducts the public proceeding to ascertain the community's cable-related needs and interests. Public comment is invited. The hearing is for the purpose of accepting comments and no final license issuance decisions are before the Selectboard at this public hearing. For further information and copies of renewal records, if any, contact Walter Ramsey, Assistant Town Administrator, c/o Town Hall. By order of the Selectboard as License Issuing Authority.

EXHIBIT 1**FISH** from page A1

to eat other species of fish from the river no more than twice per month.

Similar restrictions already exist on the Millers River, where the DPH recommends never eating brown trout or eel due to lingering industrial contaminants, and not eating other fish more than twice per month.

A study released in December by the state Department of Environmental Protection (MassDEP), *PFAS Concentrations in Surface Water and Fish Tissue at Selected Rivers and Lakes in Massachusetts*, served as the basis for the DPH's newest advisories.

Researchers examined 242 composite samples of fish tissue and found that in 241, PFAS levels exceeded the state's proposed "fish action level" of 0.22 nanograms per gram. This included fish caught in rural areas "far from any known or suspected sources of PFAS contamination," according to the report.

"PFAS concentrations in surface water and fish tissue in many states and countries continue to be a major concern for human health and the environment," the report continued. "Although limited to freshwater, the results of this study add to the growing body of evidence that PFAS are ubiquitous in the environment."

"DPH does not know the source of contamination in fish from the Millers or Connecticut Rivers," a DPH spokesperson clarified to the *Reporter* this week. "MassDEP is the regulatory agency responsible for identifying PFAS and other contamination in the environment."

According to MassDEP spokesperson Edmund Coletta, potential sources of PFAS contamination include airports or military bases where firefighting foam has been used, factories producing products with PFAS, septic systems, "atmospheric deposition from upwind sources," wastewater treatment plants, and land spread with fertiliz-

agencies are engaged in ongoing investigations to understand and address the scope of the PFAS pollution problem. In 2020, MassDEP collaborated with the US Geological Survey to study PFAS concentrations in 27 rivers and streams across the state, and reported that the chemicals were detected in every one studied.

Samples were taken both upstream and downstream from wastewater treatment plants, and the agencies wrote that chemical concentrations "typically increased" downstream of plants.

The DPH's May 2024 freshwater fish consumption advisory list includes 258 bodies of water in Massachusetts where it recommends the consumption of at least some species be limited or avoided due to pollution. The list includes different guidelines based on the contamination found, the species of fish, and whether the consumer is a member of a "sensitive group." Children under the age of 12 and pregnant people are urged to avoid eating fish from the majority of the locations listed.

Back in 1990, the discovery of another well-known class of industrial pollutants known as polychlorinated biphenyls (PCBs) in the Connecticut and Millers rivers prompted consumption advisories that still exist today.

"The Millers River is *de facto* catch and release anyways, because of the PCBs that are in that water," said Halloran. "This just reinforces the idea that you don't want to eat those fish."

"We in the Millers River watershed are fortunate that the state's recent testing of PFAS levels in the Millers River does not warrant changing the existing fish consumption advisory," Ivan Ussach, director of the Millers River Watershed Council, told the *Reporter*. "We urge everyone interested in eating fish caught in the river to follow the current guidance — including no con-

caught there, and that even fish caught in tributary streams should be trimmed of fatty tissue prior to cooking as a precaution.

In northern Berkshire County, the agency says fish from the Hoosic River downstream of North Adams should never be eaten due to PFAS and PCB contamination.

The Chicopee Reservoir is among the locations most impacted by PFAS contamination in western Massachusetts. The DPH recommends nobody eat any fish caught there, citing PFAS as the sole hazard. The reservoir is located near the Westover Air Reserve Base, the site of known groundwater contamination from firefighting foam.

PFAS is also cited as a reason children and pregnant people should not eat any fish caught in Northampton's Oxbow Pond; the rest of the population is warned to stick to two per month.

By far the most frequently cited pollutant on the Massachusetts list is mercury, a hazardous heavy metal known to damage the brain. At Lake Rohunta and Laurel Lake in Orange, fisherfolk are warned to limit their intake to two meals per month due to the presence of mercury, and sensitive populations to eat none at all.

An earlier warning about mercury in the Millers River watershed was loosened in 2006, according to the *Worcester Telegram & Gazette*, but still applies to several North Quabbin ponds and lakes.

Mercury has also been detected in the Quabbin and Wachusett reservoirs, for which the DPH offers this particularly complicated guidance: "Children younger than 12 years, pregnant women, and nursing women should not consume fish except for lake trout less than 24 inches long and salmon. All other people should not eat smallmouth bass, largemouth bass, or lake trout greater than 24 inches long; may eat unlimited amounts of salmon and lake trout less than 24 inches long;



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159 Avenue A | Turners Falls MA | 413.853.4373 | ahrist.com

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Remote access provided via Zoom at: us02web.zoom.us/j/89711128863 or dial-in: +1 (646) 558-8656 Meeting ID: 897 1112 8863.

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For further information and copies of renewal records, if any, contact Walter Ramsey, Assistant Town Administrator, c/o Town Hall.

By order of the Selectboard as License Issuing Authority.

Notice of Public Information Session MONTAGUE CLEAN WATER FACILITY Biosolids Reuse Action Plan

With support from a FY23 Rural Development Fund Grant awarded to the Town of Montague, the Montague Clean Water Facility has conducted a study to determine whether composting or drying their biosolids would be desirable for the Town to pursue and implement.

The draft report is available for review at www.montague-ma.gov.

MONTAGUE from page A1

in the process of negotiating a contract when Amherst “came back with a counter-offer,” according to Ramsay.

“The good news,” he said, “is that when we presented you with a slate of final candidates, there were two candidates on very equal terms, in terms of their quality and what they could offer the town.”

The two finalists Ramsay was referring to were O’Keefe and Chris Nolan, currently the ATA in Deerfield. He said he had spoken with Nolan, who remains “very interested” in the Montague position.

Though no vote was taken, selectboard chair Rich Kuklewicz said that he and Ramsay would meet with Nolan on Tuesday to negotiate a contract and bring it back to the board next week. The position will be available at the end of this month, when town administrator Steve Ellis steps down and Ramsay moves into his position.

The board also appointed a committee to find a replacement for town accountant Carolyn Olsen, who will leave her position in September. Members include Olsen, Ramsay, finance committee chair Franca Wisniewski, treasurer Eileen Seymour, director of assessing Karen Tonelli, public works office administrator Brandy Patch, and retirement board administrator Debra Underhill.

Ramsay said Olsen’s last day would be September 22, and that “at least a week of overlap would be good,” so the committee plans to meet in the coming weeks, advertise the position by June 20, and begin interviews in mid-July.

Deals and Steals

Monday’s meeting was the first since the May 21 town election, and the first order of business was a reorganization. Kuklewicz, who ran unopposed in the election, was re-elected as chair, while Matt

Regulatory Commission (FERC) in the latest phase of the relicensing application by the FirstLight hydro-power company.

The comments to FERC emphasized reducing the fluctuation in river levels above the Turners Falls dam to minimize embankment erosion, and called for the deadline for a historic properties management plan to be extended until a promised study of the affected sites has been completed.

The selectboard held a hearing on moving a telephone pole on Ferry Road 43 feet to the east, past a culvert being reconstructed this summer by the town, and installing a new pole on the western side of the road.

David Meagher, electric services designer from Eversource, said the reconfiguration would allow the town to install the new box culvert and move the pole out of a resident’s front yard. The board approved the relocation.

Other Business

At the request of RiverCulture director Suzanne LoManto, the board voted to block off a portion of Center Street in Montague Center for a neighborhood potluck on Saturday, August 3 from 3 to 8 p.m..

The board also granted the use of public property for an unspecified “music event” at Peskeompskut Park from noon to 7 p.m. on Saturday, July 6.

“What kind of music is it?” Lord asked.

“I would call it an indie music festival,” said LoManto. (Wikipedia defines indie music, or independent music, as being “characterized by creative freedoms, low budgets, and a do-it-yourself approach to music creation, which originated from the liberties afforded by independent record labels.”)

Lord said he was “impressed with the variety of different types of entertainment that we have coming

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INVITATION TO BID
Improvements to Montague Center Park

The Town of Montague is accepting sealed bids for improvements to Montague Center Park in Montague, MA. Bids shall be submitted in a sealed envelope clearly labeled “Improvements to Montague Center Park” and be delivered to the Selectboard Office, Montague Town Hall, One Avenue A, Turners Falls, Massachusetts 01376. This IFB is offered per M.G.L. c.30, §39M and work is subject to Prevailing Wage Requirements. Sealed Bids must be received by Thursday, June 20, 2024 at 1:00 p.m., at which time all bid packages will be opened and read at the Town Hall Annex Meeting Room at the same address listed above. No exceptions or allowances will be made for late submissions.

A bidders’ conference will be held on Wednesday, June 12, 2024 at 10:00 a.m. at Montague Center Park, 12 Station Street, Montague, MA 01351. Attendance is not mandatory but is strongly encouraged. The IFB is available at www.montague-ma.gov/BIDS. Registration is required. Once registered, any addenda or notifications will automatically be sent to the email address of registrants on record. Written questions can be submitted to the Project Manager, Jon Dobosz, at rcratti@montague-ma.gov until Monday, June 17 at 12:00 p.m.

Qualified proposers who are Minority/Women/Disabled Owned Business Enterprises (M/W/D/BE) businesses are encouraged to apply. Other qualified proposers are encouraged to partner with disadvantaged businesses. A listing of certified disadvantaged businesses can be found at www.mass.gov/sbfo.

The Town of Montague reserves the right to accept or reject any or all proposals in total or in part as they may deem in the public’s best interest.

Steven Ellis, Chief Procurement Officer

The Town of Montague does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities.

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4435291

June 3, 10

Greenfield Recorder

SPACE PLANNING - CONCEPT

12/12/2022

**PHASE ONE WORK AREA
OUTLINED IN BLUE
~900SF**

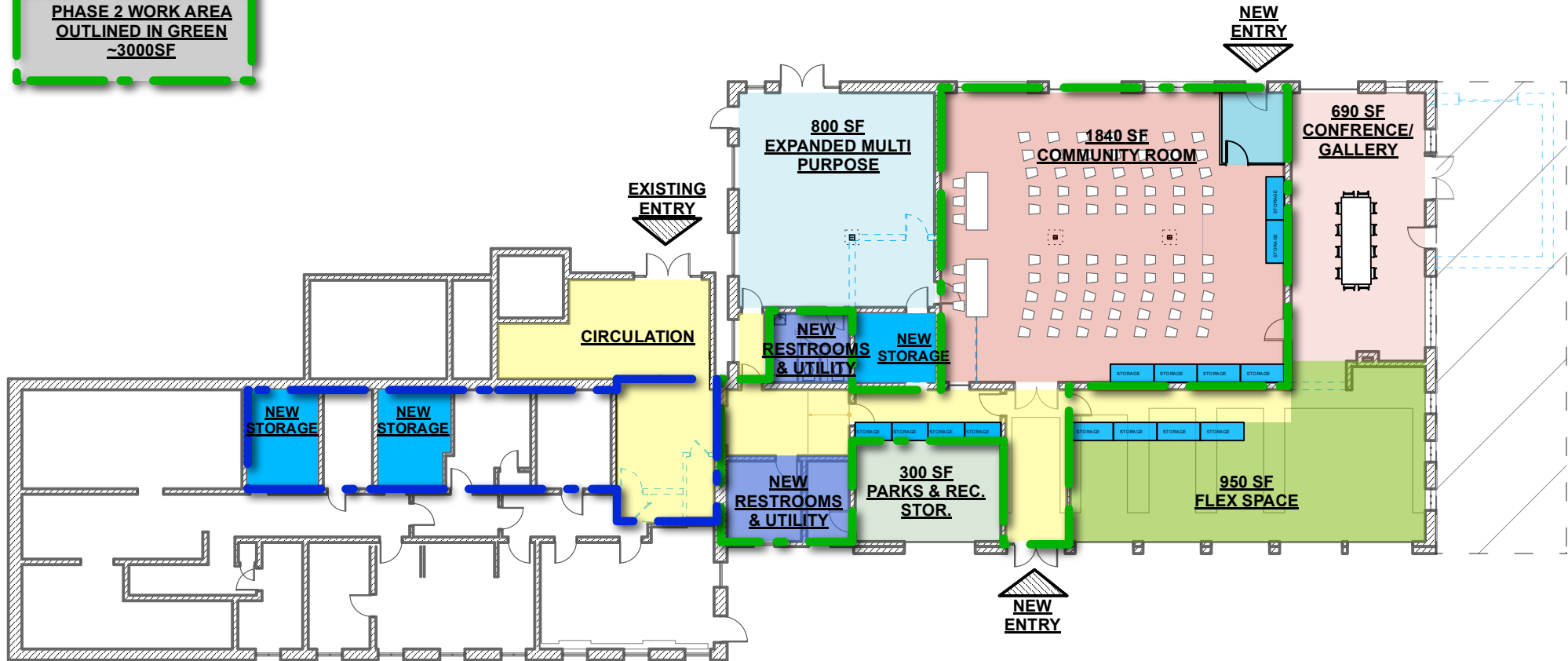
**PHASE 2 WORK AREA
OUTLINED IN GREEN
~3000SF**

PHASE ONE

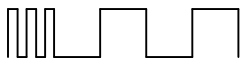
DEMO EXISTING NON ACCESSIBLE RESTROOMS
DEMO EXISTING ELECTRICAL ROOM
DEMO BRICK INFILL OF ARCH AT ENTRY/CIRCULATION
NEW FLOORING, LIGHTING AND PAINT THROUGHOUT
NO CHANGES TO HVAC

PHASE TWO

DEMO & REPLACE EXISTING RESTROOM
ADD NEW RESTROOM
BUILD OUT COMMUNITY ROOM AND ACCESS FROM FIRST STREET
NEW HVAC AS REQUIRED
EXPAND MULTI PURPOSE ROOM
NEW STORAGE FOR TOWN CLERK, SELECT BOARD, TREASURER AND ACCOUNTANT



0 5 10 15 20 25 FT



**RENOVATIONS TO TOWN HALL ANNEX
TOWN OF MONTAGUE**

September, 2022

THOMAS DOUGLAS

Architects, Inc.

196 Pleasant Street, Northampton, MA 01060 www.tdouglassarchitects.com







Cable Advisory Committee
Re: Comcast Relicensing
c/o Montague Town Administrator
1 Avenue A, Turners Falls, MA 01376

To Whom it May Concern;

I am writing with my strong support of Comcast's relicensing Montague Community Television. As the Director of RiverCulture, the Town's creative economy program, I count on MCTV to capture and broadcast dozens of cultural events annually. This week MCTV will film the Shea Theater Mural Community Input Session, a meeting designed to generate themes for a large-scale work of public art. Video coverage of this meeting is important context for residents who cannot attend in-person and need to supply feedback via email or phone. Additionally, the video provides a level of public transparency around project funding, process and decision making.

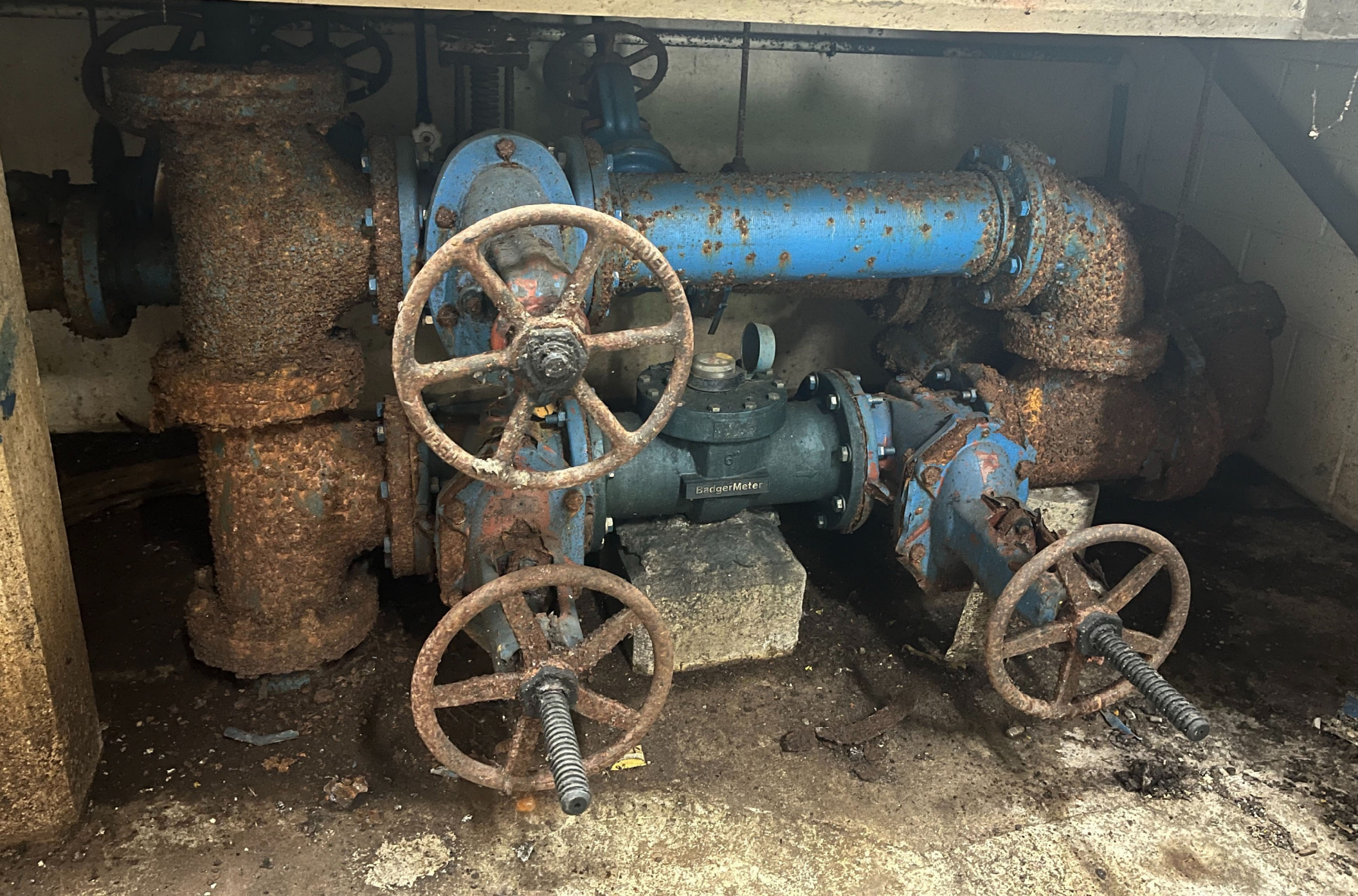
This is just one example of how MCTV helps to foster art and culture in Montague. The station and its programming are a vital asset and I encourage Comcast's relicensing.

Sincerely,

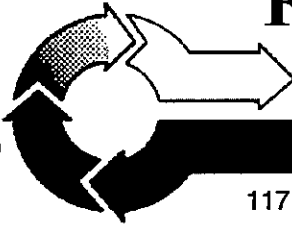
A handwritten signature in black ink, appearing to read "SLoManto".

Suzanne LoManto
Director of RiverCulture
Creative Economy Program of the Town of Montague
riverculture@montague-ma.gov
413-863-3200 ext. 115

Operations Building Main Water Line and Meter June 2024



REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

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

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

This agreement is executed this _____ day of June 2024 by and between the Franklin County Solid Waste Management District (“District”) and Town of Montague.

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

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


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

1. The Town of Montague CWF may select which District facilities meet its standards for sludge composition and percent solids.
2. The Town of Montague CWF will work directly with the District’s contracted hauler, Wall Trucking, to arrange the volume and schedule of sludge delivered to the facility. All loads will be approved for delivery by an employee of the CWF.
3. All sludge delivered under this agreement shall be recorded by facility.
4. The Town of Montague CWF will charge the District a variable rate per load depending on the percent solids content of each facility. The costs will be mutually agreed upon.
5. The Town of Montague CWF will invoice the District monthly. The District will pay the Town of Montague within 30 days of receipt of the CWF’s invoice.
6. This agreement shall be in effect from July 1, 2024 through June 30, 2025. This agreement may be terminated prior to June 30, 2025 if the CWF is no longer accepting sludge from outside facilities or for other reasons associated with the operation of the CWF.
7. Amendments may be made to this agreement by mutual consent and in writing.

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

TOWN OF MONTAGUE

FCSWMD


Jan Ameen, Executive Director



FIRST AMENDMENT TO SERVICES AGREEMENT

This First Amendment to Services Amendment (“Amendment”) is effective this 1st day of February 2024 (“Effective Date”) and is made by and between Montague, MA, a municipality, with offices at 1 Avenue A, Turners Falls, MA 01376 (“Client”), and Quantified Ventures LLC, a Maryland Limited Liability Company, with business offices at 2519 Connecticut Avenue NW, Washington, D.C. 20008 (“QV”). Each a “Montague;” together, the “Parties.”).

RECITALS

WHEREAS these Parties entered a Services Agreement effective February 1, 2024 (“Agreement”) and wish to extend or otherwise amend the Agreement as provided in this First Amendment.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

Amendment Terms and Conditions		
1.	Term, Renewal and Termination:	<p>(a) <u>First Amendment Term.</u> This Amendment shall be effective as of the date written above and shall end December 31, 2024 (“<u>Amendment Termination Date</u>”).</p> <p>(b) <u>Renewal.</u> The Parties may renew this Amendment by mutually agreeing to do so in writing on or before the Amendment Termination Date and may also negotiate changes that will apply during the Term of this or any subsequent amendment.</p> <p>(c) <u>Termination.</u> This Amendment may be terminated by either Party following a material breach by the other, provided that such termination shall not be effective with respect to any breach that is reasonably capable of cure until the end of a 15-calendar day period during which the breaching Party may cure the breach to the reasonable satisfaction of the other Party. In the event the breach is not cured, or if no cure is possible, the termination will be effective as of the date of notice of termination.</p>
2.	Services:	<ol style="list-style-type: none"> 1. Finalize current rate analysis using FY25 budget and updated metered data 2. Prepare three rate scenarios 3. Assist with follow-up rate structure implementation
3.	Payments and Payment Schedule:	<p>Client shall pay QV for services satisfactorily performed as described below:</p> <p>(a) Contract will not exceed \$15,000; this is a \$5,000 increase from original contract.</p> <p>(b) Mileage will be billed as actual at the prevailing federal reimbursement rate.</p> <p>(c) Expenses will be billed as actual with prior approval.</p> <p>(d) Client will be invoiced for initial contract amount on June 1, 2024; remainder will be due after final deliverable.</p>
4.	Warranties of the Parties:	Each Party represents and warrants to the other that they have the right to enter this Amendment, to convey the rights granted, and to fully perform all their obligations in this Amendment.
5.	Governing Law:	This Amendment shall be governed by the laws of the state of Massachusetts without giving effect to conflicts of laws principles. The Parties agree to submit disputes arising under this Amendment that have not been resolved by good faith negotiation to

Amendment Terms and Conditions		
		nonbinding mediation before filing legal action or any claim in any administrative or other non-judicial forum.
6.	Terms and Conditions of Agreement apply; modifications must be written:	<p>(a) Unless stated otherwise in this or a prior Amendment, all terms and conditions of the Agreement shall apply to this Amendment and are incorporated herein by this Amendment. The failure of either Party to insist upon performance by the other of any provision of this Amendment or to take advantage of its rights in any one or more instances will not be considered a continuing waiver of such rights in the future.</p> <p>(b) This Amendment may be modified only in a written document signed by authorized representatives of the parties.</p>
7.	Force Majeure:	<p>(a) Neither Party will be responsible to the other for any losses that result from the failure to perform because of Force Majeure. Force Majeure is an event such as war, riot, or other disorder; fire; flood; or any other occurrence that is not within the reasonable control of the party claiming Force Majeure and which could not have been avoided by the exercise of reasonable diligence or the use of foresight. If a Force Majeure occurs, the Party whose performance is affected will notify the other Party of the event in writing and will take all reasonable steps to resume performance as soon after the Force Majeure as possible. Unless mutually agreed otherwise, the affected Party's performance shall be extended on a day for day basis equivalent to the period of Force Majeure, up to a maximum of sixty (60) days.</p> <p>(b) In the event a Force Majeure event persists longer than sixty (60) days, either party may, with prior written notice, terminate this Amendment.</p> <p>(c) Should either party terminate this Amendment for reasons of Force Majeure extending beyond sixty (60) days, or for any other reason, the parties shall settle accounts on an equitable basis.</p>
8.	Waiver of Trial by Jury:	EACH PARTY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING THAT ARISES OUT OF OR RELATES TO THIS AMENDMENT.
9.	Notices:	<p>All notices made under this Amendment shall be in writing and sent by mail or electronic means to the Party at the addresses indicated below:</p> <p>To QV: Ashley Lucht, Senior Director Email: lucht@quantifiedventures.com</p> <p>To Client: _____ _____ Attn: Email:</p>



IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their authorized representatives to be effective as of the date as first written above.

Montague, MA,

By: _____
_____ [Title]

Quantified Ventures, LLC

By: _____
Shaun O'Rourke, Managing Director

Montague Permitted Discharge Summary May 2024

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.696
BOD mg/L	30 mg/L (Average Monthly Max)	7.6
BOD % Removal	>/= 85.0% (Average Monthly)	95.1%
TSS mg/L	30 mg/L (Average Monthly Max)	25.4
TSS % Removal	>/= 85.0% (Average Monthly)	91.1%
pH Low	6.0 SU (Daily)	7.24
pH High	8.3 SU (Daily)	7.83
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	98.5
<i>E. coli</i> (Rolling)	126.0 MPN (Geomean Average)	28.4
Total Chlorine	1.0 mg/L (Daily Max)	0.73
Total Nitrogen	153 lbs/day (Average Monthly Max)	27.6

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

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

*Note: Summary subject to change pending final data review and submittal to EPA/DEP

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # _____

Board Authorizing **Appointment:** Selectboard Meeting Date: 6/17/2024

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date: 6/17/2024

Authorized Signature: _____

General Information:

Full name of employee: Jackson Pendleton__	Department: <u>CWF</u>
Title: <u>Summer Help & FCTS Co-op Student</u>	Effective date of hire: <u>6/18/2024</u>

New Hire:

Permanent: <u> </u> Y <u> X </u> N	If temporary, estimated length of service: <u>6/06/2025</u>
Hours per Week: <u>20-40</u>	Union: <u>N/A</u>

Wages:

Union: _____
Wages: Grade <u> </u> Step <u> </u> Wage Rate: <u>\$15.00</u> (annual/ hourly)
Notes: <u>Summer Help June-Sept, FCTS Co-op Sept 2024-June 2025</u>

Copies to:

_____ Employee	_____ Department	_____ Board of Selectmen
_____ Treasurer	_____ Accountant	_____ Retirement Board
_____ Town Clerk		

Alcoholic Beverages Licensing – Recent Changes in Law

June 3, 2024

Chapter 88 of the Acts of 2024, *An Act Making Appropriations for the Fiscal Year 2024 to Provide for Supplementing Certain Existing Appropriations and for Certain Other Activities and Projects* (the “Act”), was signed into law by Governor Maura Healey on April 30, 2024. While the Act contains a number of provisions important to municipalities, two changes relating to the service of alcoholic beverages on the premises of a license holder are of particular interest to local licensing authorities – selling mixed drinks with take-out food (“cocktails to go”) and the expansion of licensed premises for outdoor service. The Alcoholic Beverages Control Commission (“ABCC”) recently issued advisories on these changes, and this eUpdate is intended to supplement those advisories. Copies of both advisories are attached to this update.

Mixed Drinks Accompanying Take-Out Food Orders

Section 10 of the Act amends G.L. c. 138 by inserting a new section §12½ that permanently allows establishments licensed for the on-premises sale of all alcoholic beverages, distilled spirits, or cordials/liqueurs, as those terms are defined in G.L. c. 138, §1 and §12 ½, to sell mixed drinks, also defined in §12 ½, prepared on the licensed premises for off-premises consumption. Establishments covered by this amendment include bars, restaurants and several other establishments that prepare and sell mixed drinks, including a pub brewery if it also holds a §12 on-premises license. These licensed establishments may now sell mixed drinks allowed under their type and category of license provided that they are (1) sold with a food order and (2) in sealed containers, “designed to prevent consumption without removal of the lid or cap.” Importantly, authority to sell such beverages accompanying a food order for off-premises consumption is provided by statute and does not require the approval of the local licensing authority.

Although Section 10 of the Act allows establishments to sell mixed drinks for off-premises consumption, the ABCC advises that the law does not permit licensed establishments to sell “wine or malt beverages” for off-premises consumption unless those beverages are a part of the “mixed drink” as defined in G.L. c. 138, §12½. The ABCC also advises licensed establishments delivering mixed drinks in vehicles owned or leased by the establishment to obtain a transportation permit pursuant to G.L. c. 138, §22.

Outdoor Alcoholic Beverage Service

Section 4 of the Act amends G.L. c. 40A, the Zoning Act, by inserting a new section, §3B, which streamlines the process for approving alterations of licensed premises to include service of alcohol in outdoor dining areas. Most notably, the Act eliminates the requirement for approval by the ABCC and allows such alterations in premises to be made solely at the local level. Notably, by including this statutory amendment in the Zoning Act,

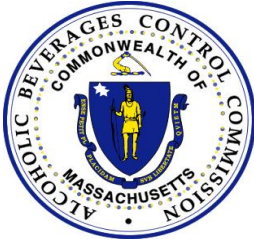
THE LEADER IN PUBLIC SECTOR LAW

(1) expansion to outdoor areas may be made without regard to any conditions of a special permit, variance, or other zoning approval, and (2) such changes may be made without the notices otherwise required by the Zoning Act. These changes, similar to those adopted by the ABCC in April 2022, are now permanent.

In order to take advantage of this expedited procedure, the municipal “chief executive officer” must adopt a process for approving such requests. The process should review parking and other practical or safety issues that municipalities may have addressed after the issuance of 2022 ABCC guidance. We recommend that notice to abutters, still required for the ABCC’s Alteration of Premises application procedure for indoor alterations, be included in the new approval process. A licensee may begin utilizing an approved outdoor space once such approval is filed with the City or Town Clerk.

For further information, please contact your KP Law attorney at 617.556.0007 or Attorney Brian W. Riley by e-mail at BRiley@k-plaw.com.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.



*Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150*

Jean M. Lorizio, Esq.
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION (“ABCC”) ADVISORY
REGARDING ON-PREMISES LICENSEES PERMANENTLY SELLING MIXED
DRINKS FOR OFF-PREMISES CONSUMPTION**

On April 30, 2024, Governor Maura Healey signed a bill into law creating M.G.L. c. 138, § 12 ½ which permanently allows on-premises licensees licensed for the sale of all alcoholic beverages, distilled spirits, or cordials/liqueurs to sell mixed drinks for off-premises consumption with the purchase of at least one item of food prepared on-site sufficient to serve one individual as part of the same transaction. The text of the law can be found [HERE](#).

Effective immediately, on-premises alcoholic beverages licensees licensed for the sale of all alcoholic beverages, distilled spirits, or cordials/ liqueurs¹ may sell mixed drinks² permitted under their type and category of license for off-premises consumption subject to the following conditions:

- 1) The mixed drink must be combined on the licensed premises;
- 2) The mixed drink shall not be sold to a person under 21 years of age;
- 3) Any delivery of mixed drinks for off-premises consumption shall not be made without verification that the person receiving the order has attained 21 years of age;
- 4) The mixed drink must be sold in a sealed container³;
- 5) The mixed drink must be sold as part of the same transaction as the purchase of food, and any order that includes a mixed drink must be placed not later than the hour of which the establishment is licensed to sell alcohol or 12:00 A.M., whichever time is earlier; provided,

¹ An establishment licensed to sell alcoholic beverages for on-premises consumption applicable to the new legislation includes establishments licensed pursuant to section 12, subsection (b) of section 19, section 19D, subsection (o) of section 19E or section 19H; provided, that an establishment licensed pursuant to said section 19D shall also hold a license pursuant to said section 12.

² “Mixed drink” is defined as, distilled spirits, cordials or liqueurs, with mixers, that are combined on a licensed premises and sold in a sealed container; provided, that a mixed drink may contain wines and malt beverages in addition to distilled spirits, cordials or liqueurs; and provided further, that the volume of distilled spirits, cordials, liqueurs, wines, malt beverages and mixers contained in said mixed drink shall be of the same proportion and same price as if served for on-premises consumption.

³ “Sealed container” is defined as, a packaged container with a secure lid or cap designed to prevent consumption without removal of the lid or cap; provided, however, that if the packaged container has a lid with sipping holes or an opening for straws, said container shall be covered or affixed with an additional seal; provided further, that said lid, cap or seal shall be affixed before sale in such a way to prevent reopening without it being obvious that said lid, cap or seal was removed or broken, which may include tape or a sticking adhesive.

that a transaction must include at least 1 item of food prepared on-site sufficient to serve 1 individual;

- 6) A customer is limited to 64 fluid ounces of mixed drinks per transaction consistent with #5 above;
- 7) If the mixed drink in a sealed container is to be transported by a motor vehicle, either by delivery or pick-up, the driver of the motor vehicle must transport the mixed drink in the trunk of the motor vehicle or an area that is not considered the passenger area, as defined by section 24I of chapter 90; and
- 8) The volume of distilled spirits, cordials, liqueurs, wines, malt beverages and mixers contained in a mixed drink must be of the same proportion and same price as if served for on-premises consumption.

M.G.L. c. 138, § 12 ½ DOES NOT allow on-premises licensees to sell wine or malt beverages for off-premises consumption unless the wine and/or malt beverages is part of a mixed drink that contains distilled spirits, cordials or liqueurs with mixers. For example, on-premises licensees cannot sell bottles and/or cans of beer or wine for off-premises consumption but beer or wine can be used in a “mixed drink” containing distilled spirits, cordials or liqueurs with mixers. M.G.L. c. 138, § 12 ½ also requires that mixed drinks be combined on a licensed premises therefore ready to drink cocktails containing distilled spirits, cordials or liqueurs may not be sold for off-premises consumption in their unopened original containers.

Alcoholic beverages manufacturers may still sell alcoholic beverages at retail for off-premises consumption if and as allowed by their type and category of license.

On-premises licensees licensed for the sale of all alcoholic beverages, distilled spirits, or cordials/ liqueurs that delivers mixed drinks for off-premises consumption in vehicles owned or leased by the establishment or its employees must obtain a transportation permit pursuant to M.G.L. c. 138, § 22 for each vehicle used for delivery of mixed drinks. On-premises licensees licensed for the sale of all alcoholic beverages, distilled spirits, or cordials/ liqueurs may use a third party with a permit for express transportation pursuant to M.G.L. c. 138, § 22 for delivery of mixed drinks.

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law.

Questions concerning this Advisory may be directed to Ralph Sacramone, Executive Director of the Massachusetts Alcoholic Beverages Control Commission at (617) 727- 3040 x 731.

(Issued 5/1/2024)



*Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150*

Jean M. Lorizio, Esq.
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION (“ABCC”) ADVISORY
REGARDING AMENDMENTS TO ADD OUTDOOR ALCOHOLIC BEVERAGE
TABLE SERVICE AREAS**

On April 30, 2024, Governor Maura Healey signed into law “An Act Making Appropriations for the Fiscal Year 2024 to Provide for Supplementing Certain Existing Appropriations and for Certain Other Activities and Projects.” The text of the law can be found [HERE](#).

ABCC approval is no longer required for amendments to add outdoor alcoholic beverage table service areas¹. Licensees should contact their Local Licensing Authority “LLA” with any questions and apply directly with them. Nothing in the new law prevents the ABCC “from exercising [its] enforcement authority over an amended license nor limit(s) any appeals that can be submitted to the commission pursuant to section 67 of chapter 138.”

Local Boards must provide the ABCC notice of any amended license and can do so by submitting an updated Licensing Authority Certification form describing the entire licensed premises, including but not limited to the newly approved outdoor alcoholic beverage table service area(s).

On April 7, 2022, the ABCC approved Guidelines for Outdoor Alcoholic Beverage Service Areas which can be found [HERE](#).

Indoor alteration of premises amendments still require ABCC approval and must comply with the “Liquor Control Act” (M.G.L. c. 138) including but not limited to advertisement, abutters’ notification requirements and Local Board hearing.

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law.

Questions concerning this Advisory may be directed to Ralph Sacramone, Executive Director of the Massachusetts Alcoholic Beverages Control Commission at (617) 727- 3040 x 731.

(Issued 5/1/2024)

¹ “Outdoor table service,” is defined as restaurant service that includes food prepared on-site and under a food establishment permit issued by a municipal authority pursuant to 105 CMR 590.00 that is served to seated diners outside the restaurant building envelope, whether on a sidewalk, patio, deck, lawn, parking area or other outdoor space.



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 Economic Development MMARS Department Code: EED	
Legal Address: (W-9, W-4): One Avenue A, Montague, MA 01376		Business Mailing Address: 1 Ashburton Place, Room 2101, Boston, MA 02108	
Contract Manager: Walter Ramsey	Phone: (413) 863-3200 x126	Billing Address (if different):	
E-Mail: walterr@montague-ma.gov	Fax:	Contract Manager: Mallory Sullivan	Phone: 857-408-0793
Contractor Vendor Code: VC 6000191893		E-Mail: mallory.sullivan@mass.gov	Fax: (617) 788-3605
Vendor Code Address ID (e.g. "AD001"): AD_0001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 24RDFMONTAGUEAVENUEA	
		RFR/Procurement or Other ID Number: RDF FY2024	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30, 2025</u> Enter Amendment Amount: \$ <u>no change</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> 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): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
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 815 CMR 9.00 . <input type="checkbox"/> 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.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). <u>\$500,000</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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> 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.) Capital grant funding through the Rural Development Fund (pursuant to Plan Item D038 in the Mass. Capital Investment Plan 2024-2028) to support a public infrastructure and/or planning project, in accordance with the scope and additional terms and conditions outlined in Attachment A, and as described in the attached RFR response.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR 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 801 CMR 21.07 , 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 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: <u>Spencer Gurley-Green or Designee</u> Print Title: <u>EOED - CFO</u>	



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

Contractor Legal Name (and D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (Left Side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, or local government or other entities.

Department Procurement: Check this option for a Department contract procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended, or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). See “Amendments, Suspensions, and Termination Policy.”

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter “no change” for Rate Contracts or if there is no change.

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget: Check this option when renewing a Contract or executing an Amendment (“material change” in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor’s response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any “material change” in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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 [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth’s loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [M.G.L. c. 29, § 23A](#)). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments ([M.G.L. c. 29, § 23A](#)), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021-23") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must sign and enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." **Rubber stamps are not acceptable.** Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file See [Contract and ISA Execution after the COVID-19 State of Emergency](#).

Contractor Name/Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must sign and enter the date the Contract is signed. See section above under "Anticipated Start Date." **Rubber stamps are not acceptable.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name/Title: Legibly enter Authorized Signatory's name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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.

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [M.G.L. c. 11, §12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 CMR 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including [Executive Order 147](#); [M.G.L. c. 29, § 29F](#); [M.G.L. c. 30, § 39R](#); [M.G.L. c. 149 §§ 27C, 44C and 148B](#); and [M.G.L. c. 152, § 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under [M.G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#), if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

Payments Subject To Appropriation. Pursuant to [M.G.L. c. 29 §§ 26, 27](#) and [29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [M.G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, [M.G.L. c. 62C, § 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [M.G.L. c. 62E](#), withholding and remitting child support including [M.G.L. c. 119A, § 12](#), TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under [M.G.L. c. 214, § 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the [Commonwealth's Terms and Conditions](#), the [Commonwealth IT Terms and Conditions](#), or the [Commonwealth Terms and Conditions for Human and Social Services](#). In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); [M.G.L. c. 149, § 27G](#) (moving office furniture and fixtures); [M.G.L. c. 149, § 27H](#) (cleaning state office buildings or buildings leased by the state); [M.G.L. c. 6C, § 44](#) (MassDOT relocation of utilities or utility facility); [M.G.L. c. 7, § 22](#) (contracts for meat products and clothing and apparel); [M.G.L. c. 7I, § 7A](#) (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations ([M.G.L. c. 151](#) and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); [M.G.L. c. 151A](#) (unemployment insurance and contributions); [M.G.L. c. 152](#) (workers compensation and insurance); [M.G.L. c. 150A](#) (Labor Relations); [M.G.L. c. 153](#) (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); [M.G. L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [M.G.L. c. 272, § 92A](#); [M.G.L. c. 272, §§ 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [M.G.L. c. 93, § 103](#); 47 USC § 255 (Telecommunication Act); [M.G.L. c. 149, § 105D](#), [M.G.L. c. 151C](#), M.G.L. c. 272, §§ 92A, [98](#) and [98A](#), and [M.G.L. c. 111, § 199A](#), and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [M.G.L. c. 7, § 22C](#), for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [M.G.L. c. 30, § 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under

the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law, including [M.G.L. c. 268A, § 5\(f\)](#) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor’s company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Executive Orders [523](#), [565](#), and [592](#). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.). [Executive Order 565](#) (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). [Executive Order 592](#) (Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non-Discrimination, and Affirmative Action). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 § 61\(s\)](#). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**EXECUTIVE OFFICE OF ECONOMIC DEVELOPMENT
Rural Development Fund**

**ADDENDUM #1 to
Contract #24RDFMONTAGUEAVENUEA**

The attention of the Parties is called to the items set forth herein as Addendum #1 to the Contract made by and between the Commonwealth of Massachusetts, acting through the Executive Office of Housing and Economic Development (“EOHED”), and the **Town of Ludlow** (“Public Entity”), jointly referred to as “The Parties”, for the purpose of amending/revising the Contract.

Contract ID:	24RDFMONTAGUEAVENUEA	Original Contract Expiry Date:	June 30, 2025
Project Name:	Avenue A CSO and Buffer Line Improvement Project	Revised Contract Expiry Date:	June 30, 2025
Maximum Obligation:	\$500,000.00	Change (+/-) to Max Obligation, if any:	\$0.00

This document describes the amendments/revisions being made to the Contract for the identified Rural Development Fund project, and along with a newly signed/executed Standard Contract Form, will be incorporated into the Contract. Specific changes are outlined below.

Reference: Attachment A - Rural Development Fund Contract Amendment Request

REPLACE the sections in the original contract in their entirety with the following RESTATED or REVISED subsections:

B. Project Description

Buffer Line CSO Reduction

Field Investigations and hydraulic modeling funded by this grant (evaluation phase) determined that the proposed CSO reduction intervention (Buffer line improvements) would not necessarily produce the desired outcome of reducing CSO Events for the town of Montague. The engineers report indicates that the “buffer line” is functioning as designed and only a minor intervention (less than \$25,000) is recommended at this time for a marginal benefit in reducing CSOs. The Selectboard/Sewer Commissioners, on the advice of the consulting engineer, have determined that it would not be prudent to use the grant funds to install the project as authorized under the grant contract. A memo from the engineer to this effect has been attached.

Sewer Manhole Rehabilitation

The Selectboard/Sewer Commissioners on 6/3/24 voted to instead request to pivot the project to a different intervention to the Turners Falls sewer collection system. The proposed work will directly reduce Inflow and Infiltration as well as CSO events, which was the core objective of the original grant. The proposed work would be to rehabilitate up to 51 sewer manholes to address structural defects and identified sources of inflow and infiltration into the Town’s Sewer Collection System. In 2022 the Town inspected its manholes and rehab of these 51 manholes were recommended as part of the Town’s Long Term CSO control Plan (a requirement of the Town’s NPDES permit). These manholes, mostly on the “hill” section of Turners are part of the Combined Sewer System and they are between 50 and 100 years old. The CSO outfall itself is in the Turners Falls EJ census tract, so any work done on these manholes will improve environmental outcomes for the town’s EJ community. The town is planning to provide up to \$78,500 from capital stabilization to supplement the project. The Town intends to hire a consulting engineer to design, bid, and provide construction admin and those costs are reflected in the budget. To date, the town has \$26,000 sunk into the “buffer line evaluation phase” The remaining \$474,000 from the grant would be redirected to the Sewer Manhole Relining project.

The bottom line is that Montague has an old sewer collection system. The town has invested significantly in studying the system through GIS inventories and hydraulic modeling. The towns have also invested into staff capacity which allows us to operate the “buffer line” at its design capacity. The Town needs to show a good faith effort to MassDEP that we are begging to implement rehabilitation of the sewer system so as to reduce Inflow, infiltration, and CSO events. The RST grant would allow the town to advance the #1 priority recommendation in the town’s CSO Long Term Control Plan through the rehabilitation of up to 51 manholes. (Wright-Pierce Engineering Proposal attached).

C. Project/Construction Timeline

Final Design and Specs: July-Sept 2024
 Bidding: Oct 2024
 Eval of Bids, Bid Award: November 2024
 Issue Notice to Proceed, construction: Dec 2024
 Substantial Completion: April 2025
 Final Completion: May 2025

D. Project Budget

Spending Category Line Item	A Existing Contract Budget	B Proposed Amended Budget
Design / Engineering / Bidding	\$55,200	\$65,100
Construction	\$362,900	\$384,500
Contingency	\$44,100	
Other Expenses		
Construction Admin./Project Mgt.	\$37,800	\$50,400
Traffic Control/Public Safety Details	0	
Other:	0	
Total	\$500,000	500,000

E. Funds Drawdown Schedule

Quarter	Existing Contract Amount	Amended Actual or Anticipated
Q1 (Jul-Sep)		\$
Q2 (Oct-Dec)		\$
Q3 (Jan-Mar)	\$26,035	\$
Q4 (Apr-Jun)	\$29,165	\$
FY24 Total	\$55,200	\$26,000
Q1 (Jul-Sep)	\$200,000	\$30,400
Q2 (Oct-Dec)	\$222,400	\$8,700
Q3 (Jan-Mar)		\$325,000
Q4 (Apr-Jun)	\$22,400	\$109,900
FY25 Total	\$444,800	\$474,000
Grand Total	\$500,000	\$500,000

Date: 4/26/2024

Project No.: 21745

To: Walter Ramsey, Assistant Town Administrator; Tom Bergeron, DPW Superintendent

From: Steve Guerrette, PE; Alex Liptak, PE; Lisa Muscanell-DePaola, PE

Subject: DRAFT - Montague, MA – Avenue A Buffer Line Hydraulic Modeling Evaluation

Introduction

This memorandum summarizes the results of an alternatives analysis of the Avenue A buffer line system for the Town of Montague, Massachusetts. The buffer line consists of 750-feet of 48" reinforced concrete pipe installed in Avenue A located immediately downstream of the Avenue A Combined Sewer Overflow (CSO) diversion structure. The purpose of the buffer line is providing storage when the sewer system reaches or exceeds capacity, reducing total CSO volumes during rainfall events. This analysis was completed per the recommendations of the May 2023 memorandum by Wright-Pierce titled *Turners Falls Wastewater Collection System Study, Hydraulic Modeling Summary* dated May 10, 2023. The memo, also included as part of the June 2023 CSO Long-Term Control Plan (LTCP) Update, showed evidence the buffer line was not performing optimally in the existing configuration and may be substantially improved with construction of minor modifications to the hydraulics of the system near the inlet of the buffer line.

As part of this analysis, the model was updated with additional survey information collected by Wright-Pierce field staff, which is described in greater detail in the following sections. The goal of the alternatives analysis presented below was to re-assess the performance of the existing buffer line and its impact on CSO reduction as well as to assess the performance of improvement projects on the buffer line. System performance was considered in terms of net CSO reduction at the CSOs impacted by the buffer line (Avenue A and Greenfield Road) as well as control of system surcharging downstream of the buffer line. Existing and proposed alternatives were assessed under a 3-month, 24-hour design storm event and a 1-year, 24-hour design storm event respectively.

The results of the analysis summarized below recommend that the Town move forward with the design and installation of a flow control orifice on the outlet pipe of structure AV-13, which is the buffer line diversion structure. Additionally, it is also recommended that flow monitoring devices be installed within the buffer line to monitor system performance and confirm that the buffer line is filling up as predicted by the model. This alternative would provide the Town the opportunity to improve the performance of the system without a high capital cost or high level of commitment while collecting further information to inform future decisions if greater capacity or buffer line performance is required by regulatory agencies or desired by the Town of Montague.

2023 Collection System Model

The hydraulic model of the Montague sewer system was initially developed by Wright-Pierce as part of the May 2023 study. The model was developed in EPASWMM 5.1 and extends from the intersection of 7th and L Streets, just upstream of the CSO diversion structures, and extends downstream to the Clean Water Facility (CWF). An in-system flow monitoring program was conducted, which supported the calibration of wet weather flows in the hydraulic model. The model network was based upon several information sources including Town GIS data, existing GIS layers from sewer maps prepared by others, field data collection performed by Wright-Pierce in 2022, and available

record drawings. It was later updated with new survey data at select locations that influence the buffer line to support this analysis of the buffer line performance as described in the following sections.

Updated Hydraulic Model

Field Survey Data Collection

On February 22, 2024, Wright-Pierce field staff performed confined space entry of structures in the sewer collection system in the vicinity of the Avenue A CSO and buffer line. The goal of the survey effort was to collect detailed information on pipe sizes, inverts, invert offsets, system geometry, and other observations to support an update and/or verification of the hydraulic model's configuration around the CSO buffer line. Three structures were entered for direct measurement where possible or measured via survey equipment from the surface if an obstruction prevented entry into the structure (flow meter equipment). Surveyed structures included the buffer line diversion manhole (MH AV-13), the Avenue A CSO diversion structure (MH AV-12), and the manhole that contains the buffer line outlet conduit (MH AVP-3).

Model Updates

The survey effort provided Wright-Pierce with valuable information to further refine the hydraulic model in the vicinity of the buffer line structure. A summary of model updates is given below:

Table 1 Hydraulic Model Updates Following Survey Effort

Model Input	Previous Model	Updated Model
CSO Weir Elevation	180.55'	180.77'
Buffer Line Pipe Size	12"	20"
Buffer Line Pipe Invert Offset	2.0'	1.5'
Downstream Gate Opening Size	5" x 5" Square	7" x 5" (Open bottom)

Alternatives Analysis

The model was updated with the collected survey information, and an alternatives analysis was conducted using the hydraulic model. The alternatives analysis was conducted to determine whether the buffer line was performing as expected in the existing conditions during the selected design storm events and to determine what feasible improvements could be made to improve buffer line performance in terms of CSO volumes and/or downstream surcharging. The CSO at 7TH & L Avenue was not included in the results as it is not impacted by the buffer line or the proposed improvements discussed below.

Improvements Considered in Proposed Alternatives

The proposed alternatives considered modifying various aspects of the sewer system geometry upstream of the buffer line that influence the ability for the buffer line to fill and their impact on CSOs. These included various combinations of the following improvements:

- **Buffer line diversion pipe invert**, to control the elevation at which the buffer begins to fill.
- **Pipe diameter between AV-12 to AV-13**, to improve conveyance capacity between the Avenue A CSO structure (AV-12) and the buffer line diversion structure (AV-13).
- **Addition of a flow control orifice at AV-13**, to limit flow rates impacting the sewer system downstream of the buffer diversion structure and the Greenfield Road CSO, forcing more flow into the buffer line and/or over the Avenue A CSO.

The results of the proposed improvement alternatives are described in the following sections and are summarized in Tables 2 and 3. Several more configurations and combinations of improvements were analyzed within the hydraulic model than are presented. The alternatives summarized are those that notably improved system performance in terms of buffer utilization and/or overall CSO volume while modeling reasonable surcharging results downstream.

Alternative 0 - Existing Conditions

The updated model showed that the buffer line partially fills under existing conditions for the 3-month (~50% full) and 1-year (~75% full), 24-hour storm events. The updated model shows the buffer line performs far better than previously thought. For example, it was previously estimated that the buffer line only filled to approximately 30% of its full volume under the 1-year event, whereas, it is now estimated to be filling to approximately 75%. Additionally, the model predicts the sewer system downstream of the buffer line surcharges under peak conditions but does not predict flooding to grade (sanitary sewer overflow (SSO)) for the 1-year event.

The buffer line in existing conditions results in a moderate reduction in CSO volume when compared to the absence of a buffer line. Under 1-year, 24-hour conditions, the model predicted a combined total of 194,000 gallons of CSO for Avenue A and Greenfield Road. If there were no buffer line, this total would be estimated at 225,000 gallons, a net increase in CSO volume of approximately 16.0%. For the 3-month, 24-hour event, these volumes are 121,000 gallons and 131,000 gallons respectively, a net increase of approximately 7.4% if the buffer line were not in use. While the buffer line has a positive impact on CSO volumes, the lack of full utilization of the buffer line volume suggests that system modifications may improve the performance of the line. The following proposed alternatives assessed the benefits and drawbacks of various improvements that could be made to the system hydraulics.

Alternative 1 - Proposed 13.5" Diameter Flow Control Orifice (AV-13)

This alternative considered the effects of installing a 13.5" diameter flow control orifice on the primary outlet pipe (which handles dry weather flow) in the buffer line diversion structure AV-13, located at the inlet end of the buffer line. This orifice, which could be later modified or removed if needed, would control the peak rate of flow that can continue downstream towards Greenfield. Under high flow conditions, this restriction would force more flow into the buffer line. Once the buffer line fills or the buffer inlet capacity is exceeded, the remaining flow would discharge from the Avenue A CSO.

Model simulation results for the 1-year, 24-hour design storm event showed a 4.1% reduction in CSO volumes from 194,000 gallons to 186,000 gallons at Avenue A and Greenfield Road. The 3-month, 24-hour storm event showed a 41.0% reduction from 122,000 gallons in existing conditions to 72,000 gallons at Avenue A and Greenfield Road. This alternative also reduces surcharging in the sewer system downstream of the buffer line during rain events.

Proposed Alternative 2 – Raise Buffer Inlet 0.5’, 30” Pipe between AV-12 to AV-13, 13.5” Diameter Flow Control Orifice (AV-12)

This alternative considered the effects of installing a 13.5” diameter orifice similar to Alternative 1 with additional modifications including increasing the pipe size between AV-12 and AV-13 to 30” (from the existing 21”) and raising the inlet pipe to the buffer line by 6”, setting it equal to the crown of pipe on the outlet pipe in the diversion structure versus the existing invert offset of 18”.

Model simulation results for the 1-year, 24-hour design storm event showed an 18.6% reduction in CSO volumes from 194,000 gallons to 158,000 gallons at Avenue A and Greenfield Road. The 3-month, 24-hour storm event showed a 26.2% reduction from 122,000 gallons in existing conditions to 90,000 gallons at Avenue A and Greenfield Road.

This alternative slightly increases the level of surcharging in the sewer system downstream of the buffer line during rain events. For the 1-year, 24-hour event, at AVF-2, the model reported that the water surface elevation would reach the rim elevation of the structure under peak conditions; this is 0.4-feet higher than existing conditions. Despite this heavy surcharging, the model did not report any flooding to grade or SSOs for a 1-year, 24-hour event.

Table 2 Alternatives Analysis Results Summary (1-year, 24-hour event)

Alternative	Ave A CSO Volume (gallons)	Greenfield Road CSO Volume (gallons)	Total CSO Volume (gallons)	% CSO Reduction vs Existing	Comment
No Buffer Line	88,000	137,000	225,000	-16.0%	
Alt. 0 – Existing Conditions	80,000	114,000	194,000	-	Downstream system surcharges but does not flood to grade but is close to the rim at AVF-2 (0.4' to rim) Buffer Line at 75% Full
Alt. 1 – 13.5" Diameter Orifice	86,000	100,000	186,000	4.1%	Reduced peak HGL at AVF-2 slightly (0.5' to rim) Buffer Line at 100% Full
Alt. 2 – 13.5" Diameter Orifice, 30" Pipe AV-12 to AV-13, Raise buffer inlet pipe 6"	46,000	112,000	158,000	18.6%	Peak HGL at rim of AVF-2, but does not flood to grade. More effective than Alt 1. for 1-Year storm. Buffer Line at 100% Full

Table 3 Alternatives Analysis Results Summary (3-Month, 24-hour event)

Alternative	Ave A CSO Volume (gallons)	Greenfield Road CSO Volume (gallons)	Total CSO Volume (gallons)	% CSO Reduction vs Existing	Comment
No Buffer Line	48,000	83,000	131,000	-7.4%	
Alt. 0 – Existing Conditions	40,000	82,000	122,000	-	Buffer Line at 50% Full
Alt. 1 – 13.5" Diameter Orifice	24,000	48,000	72,000	41.0%	Buffer Line at 100% Full
Alt. 2 – 13.5" Diameter Orifice, 30" Pipe AV-12 to AV-13, Raise buffer inlet pipe 6"	24,000	66,000	90,000	26.2%	Less effective than Alt. 1 for 3-Month storm. Buffer Line at 100% Full

Conclusion and Recommendations to Town

The results of the model updates and subsequent alternatives analysis show that the buffer line in the existing condition is a reasonably effective means of reducing CSOs when compared to no buffer line being present. Based on model results, the reduction in CSOs at Avenue A and Greenfield Road is 7.6% for the 3-month, 24-hour event and 13.8% for the 1-year, 24-hour event. The results showed that the buffer line is not filling fully during the modeled storm events (between 50% and 75% full) suggesting that modifications can be made to improve overall performance of the buffer line to further reduce CSO volumes and/or hydraulic grade line downstream of the buffer line.

The results of the alternatives analysis suggests that the addition of an orifice plate to the primary outflow pipe on the buffer line diversion structure (AV-13) is the most effective and low-cost solution for improving buffer line performance, particularly for smaller design storm events such as the 3-month, 24-hour event. The addition of further improvements, such as increasing the pipe size between Avenue A CSO and the buffer line diversion structure, would provide greater benefit for the 1-year, 24-hour storm event. However, increasing the pipe size between Avenue A CSO and the buffer line diversion structure did not result in improved performance for the 3-month, 24-hour event. Due to the increased complexity of construction and the associated cost, this alternative is not recommended currently.

It is recommended that the Town move forward with the design and installation of an orifice plate as proposed in Alternative 1. Additionally, it is also recommended that flow monitoring devices be installed within the buffer line to monitor system performance and confirm that the buffer line is filling up as predicted by the model. This alternative provides the Town the opportunity to improve the performance of the system without a high capital cost and high level of commitment while collecting further information to inform future decisions in the event that greater capacity or buffer line performance warranted.

The proposed steps involved in orifice implementation include:

- Development of a design detail containing dimensions and notes.
- Fabrication of orifice plate per the detail by a 3rd party fabrication shop. The Town could solicit bids and/or pricing from local or regional locations to obtain the best potential price.
- Installation of orifice plate per the requirements of the detail. Based on the complexity of the proposed installation, the Town could elect to complete the installation themselves providing in-kind services.

Based on the cost estimate contained within the Town's CSO LTCP Update, the installation of an orifice plate was estimated at \$25,000. However, we believe that the above noted improvements would likely cost under \$25,000 especially if in-kind services are used.

Finally, the proposed orifice plate improvement project would remain effective after completion of upstream Inflow/Infiltration (I/I) removal projects. Based on the results of this analysis, it appears the buffer line was designed/sized to help control rain events with return intervals of less than 3-months. The orifice plate will help capture these smaller events with increased efficiency. As I/I removal and/or separation projects are completed upstream, the buffer line will be able to serve rain events of increasing return intervals. Additionally, the proposed orifice plate can be modified, removed, and/or replaced in the future should smaller or larger openings be deemed necessary.

April 26, 2024

Mr. Walter Ramsey, Assistant Town Administrator
Town of Montague
1 Avenue A
Montague, MA 01376

**SUBJECT: Town of Montague, MA – Proposal for Professional Engineering Services
Sewer Manhole Rehabilitation Project**

Dear Steve,

Wright-Pierce conducted sewer manhole inspections in 2022 within the village of Turners Falls to gather detailed information on the components of each manhole. Based on the observations, Wright-Pierce recommended the rehabilitation of 51 priority 1 sewer manholes to address structural defects and potential sources of infiltration and inflow (I/I) to the Town's collection system.

The Town of Montague has requested that Wright-Pierce submit a proposed scope and fee to provide design, bidding, and construction administration services to implement the recommended priority 1 Turners Falls manhole rehabilitation. The Town of Montague has also asked to include five additional manholes within the villages of Turners Falls and Millers Falls. Our proposed scope and budget for engineering services are presented below.

Proposed Scope of Work

Task 1 – Design

Scope of work under this task will include:

1. Wright-Pierce will perform project administration tasks including communicating with the Town, tracking budget and schedule, and preparing and submitting monthly invoices.
2. Wright-Pierce will prepare for and attend a kick-off meeting, with the Town's and Wright-Pierce's project team members. At the kick-off meeting, Wright-Pierce will establish schedules for deliverables and communication protocols.
3. Wright-Pierce will develop a 75 percent submittal that includes bid document/specifications with GIS-based drawings and an opinion of probable construction cost. The front-end specifications will be based on EJCDC 2018 edition. Technical specifications will be prepared using the CSI 16 Division format. The location of the manholes will be shown on GIS-based 11"x17" figures.
 - a. The Bid/Contract documents will be prepared in accordance with MGL Chapter 30, 39M governing public works projects in the Commonwealth of Massachusetts.
 - b. Wright-Pierce will submit an electronic copy (PDF) of the bid document/specifications to the Town and meet with the Town to discuss review comments.

4/26/2024

Mr. Walter Ramsey, Assistant Town Administrator

Page 2 of 4

4. Wright-Pierce will address the Town's comments on the 75 percent bid document/specifications within 10 business days of receiving the Town's comments. Wright-Pierce will prepare and submit two hard copies and an electronic version of the 100 percent bid documents/specifications and an opinion of probable construction cost.

Task 3 – Bidding Assistance

Scope of work under this task will include:

1. Coordinate bidding through the Wright-Pierce bidding platform. The Town shall be responsible for all advertising costs.
2. Prepare for and attend one in-person pre-bid conference.
3. Respond to bidders' questions.
4. Prepare and distribute up to two addenda to the bid documents.
5. Attend in-person bid opening for the construction contract.
6. Review all bids and prepare bid tabulation.
7. Review the qualifications of the apparent low bidder(s) and compliance with other contract requirements. Report on the results of the reviews and issue a bid summary to the Town.
8. The length of the Bidding Phase is assumed to be approximately 60 days. The length of the Bid Period from Advertisement to Bid Opening is assumed to be approximately 21 days.

Task C – Construction Administration

Wright-Pierce proposes to provide the following construction phase engineering services:

1. Prepare for and attend up to four in-person project meetings including pre-construction meeting and prepare minutes of the meetings.
2. Make periodic site visits to observe the progress of the work and prepare reports of the visits with submittals to the Town.
3. Review shop drawings, schedules, and other samples and submittals for compliance with contract documents, as necessary.
4. Coordinate and review field and shop test reports and attend field testing, as necessary.
5. Respond to contractor's requests for information (RFIs).
6. Review and negotiate contractor's requested changes in the scope of work, price and/or completion time and prepare change orders.
7. Review Contractors' payment requests and estimate amounts to be paid by the Town.
8. Coordinate and supervise the work of Resident Project Representative.
9. Prepare punch lists of incomplete or unacceptable work.
10. Conduct a Substantial Completion inspection and prepare certificate.
11. Provide the Town with ERSI ArcMap GIS format for the utility rehabilitation work-based contractor's "as-built" plans.

4/26/2024

Mr. Walter Ramsey, Assistant Town Administrator

Page 3 of 4

Task 4 – Resident Project Representative Services

Wright-Pierce will provide a full-time Resident Project Representative (RPR) whose duties, responsibilities, and limitations shall be as specified in the Standard General Conditions and Supplementary Conditions of the Construction Contracts. Resident Project Representative services are based on a construction duration of nine weeks at an average of 45 hours per week depending on the contractor's activity. The anticipated construction period is 90 calendar days for substantial completion.

Items Not Included in Proposed Scope of Services at this time

1. Requirements for meeting M/WBE goals for engineering services.
2. Development of permit applications and payment of applicable fees.
3. Topographical and utility location survey; wetland delineation; and subsurface investigation (i.e., borings, probes, etc.) of the project area.

Proposed Fee

We propose to provide the scope of services described above based on a time charge basis with a not-to-exceed fee of \$146,200, including labor and reimbursable expenses, for Tasks 1 through 4. Should additional services be required, we will not exceed this fee without written authorization.

4/26/2024

Mr. Walter Ramsey, Assistant Town Administrator

Page 4 of 4

Task	Labor	Reimbursable Expenses	Fee
Task 1 – Design	\$29,700	\$700	\$30,400
Task 2 – Bidding	\$7,900	\$800	\$8,700
Task 3 – Construction Administration	\$49,300	\$1,100	\$50,400
Task 4 – RPR	\$48,600	\$8,100	\$56,700
Total	\$135,500	\$10,700	\$146,200

If the proposed scope and fee is acceptable, Wright-Pierce will prepare an Engineering Services Agreement for review by the Town. We appreciate being considered for this assignment and look forward to working with you and your staff.


Sincerely,

WRIGHT-PIERCE



Lisa M. Muscanell-DePaola, PE
Project Manager

lisa.muscanell@wright-pierce.com



Christopher N. Pierce, PE
Vice President

chris.pierce@wright-pierce.com

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of June, 2024 (“**Effective Date**”), by and between **FARREN CARE CENTER, INC.**, a Massachusetts nonprofit corporation, the address of which is 340 Montague City Road, Turners Falls, Massachusetts 01376 (“**Donor**”) and the **TOWN OF MONTAGUE**, the address of which is 1 Avenue A, Turners Falls, Massachusetts 01376 (“**Donee**”). (Donor and Donee are sometimes referred to individually as a “**Party**” and together as the “**Parties.**”)

RECITALS:

A. Donor is the owner of real property located in the Town of Montague, Franklin County, Massachusetts, known as 330-340 Montague City Road (Parcel ID No. 12-0-044) (“**Parcel 044**”), 356 Montague City Road (Parcel ID No. 12-0-44A) (“**Parcel 044A**”) and vacant (parking) land described as Parcel ID No. 12-0-051 (“**Parcel 051**”), commonly referred to as the Farren Care Center (collectively, the “**Property**”). The Property is more particularly described on **Exhibit A** attached. A GIS map depicting the Property is attached as **Exhibit B**.

B. Parcel 044 is vacant and consists of approximately 8.04 acres.

C. Located on Parcel 044A is a house/office (“**House**”).

D. Parcel 051 is vacant land utilized for parking consisting of approximately .94 acres.

E. Donee has requested that the garage, gazebo, pavilion and garden shed remain on Parcel 044.

F. Donee acknowledges receipt from First American Title Insurance Company (“**Title Company**”) Commitment for Title Insurance (File No. 23-58950) with an effective date of October 16, 2023 and revised March 15, 2024 (“**2024 Commitment**”).

G. Donee acknowledges receipt from Donor of a draft of an ALTA/NSPS Land Title Survey prepared by Bock & Clark (NVS Project No. 202103291-001) (“**Survey**”), which Survey describes those lands referenced in the 2024 Commitment.

H. Donee acknowledges receipt from Donor of a Phase I Environmental Site Assessment prepared by Professional Service Industries, Inc. (“**PSI**”), an Intertek Company, dated October 25, 2023 (Project No. 08215305) including any User Questionnaire (collectively, “**Phase I**”), and a Limited Phase II Site Assessment Report prepared by Intertek/PSI dated November 10, 2023 (Project No. 08215306) (“**Phase II**”) with respect to the Property (collectively, the “**Environmental Reports**”).

I. Donor desires to donate the Property to Donee and Donee desires to accept the donation of the Property from Donor, subject only to the Permitted Exceptions (as defined in Paragraph 4(a) below), together with all Donor’s right, title and interest in and to the Property.

Donor and Donee agree that the Property includes all of Donor's right, title and interest in and to the tenements, hereditaments, appurtenances, mineral rights, air rights, if any, privileges and easements belonging or in any way appertaining thereto and any improvements on the Property. Donee acknowledges and agrees that the description of the Property as set forth on **Exhibit A** is an approximate description of the real property that is intended to be donated by Donor and conveyed pursuant to the terms of this Agreement. The legal description of the Property as set forth on **Exhibit A** is subject to a more precise description of the Property to be provided and confirmed by the Title Company pursuant to Paragraph 4(a).

J. The Parties acknowledge that the donation of the Property to Donee is contingent upon Donee's satisfaction with the results of the Environmental Reports and approval of the donation by the Town of Montague's Selectboard.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Donor and Donee agree as follows:

1. DONATION. Subject to the terms and conditions set forth in this Agreement, Donor agrees to donate the Property to Donee, and Donee agrees to accept the Property from Donor.

2. INSPECTION PERIOD. Commencing on the Effective Date, through the date of Closing (the "**Inspection Period**"), Donee and its consultants, officers, employees, agents, contractors and invitees (collectively, "**Donee's Representatives**") may, upon prior written notice delivered to Donor, access the Property to perform the Inspections (as such term is defined in Paragraph 3(a)), all at Donee's sole cost, expense and risk.

3. INSPECTIONS/APPROVALS.

(a) Inspections. During the Inspection Period, Donee and Donee's Representatives may conduct (at Donee's sole cost and expense) such investigations and inspections and investigate such laws, ordinances and codes and conduct such other due diligence as Donee deems necessary or advisable to satisfy itself that the Property is suitable for Donee's intended use (the "**Inspections**"); provided, however, no Inspection constituting invasive or destructive testing (including, but not limited to, sampling, boring, excavation or drilling) may be performed without Donor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. In the event any Inspections disturb any portion of the Property, Donee shall, at its sole cost and expense, promptly restore the Property to its prior condition in the event Donee does not accept conveyance of the Property. Donee (for itself and on behalf of all of Donee's Representatives) hereby understands, acknowledges and agrees that Donee and Donee's Representatives shall enter upon the Property at their own risk. All activities undertaken by Donee and/or Donee's Representatives on the Property shall fully comply with all applicable laws, rules and regulations of any governmental or quasi-governmental authority/agency having jurisdiction, including laws relating to worker safety. If at any time during the Inspection Period, Donee is dissatisfied with the condition of the Property based upon its Inspections, then Donee may terminate this Agreement by giving written notice to Donor prior to the expiration of the Inspection Period (a "**Termination Notice**"), whereupon this Agreement shall terminate and become null and void and, except for (a) Donee's obligation to pay costs expressly allocated hereunder, (b) at

Donor's election, Donee delivering to Donor a copy of all reports and studies obtained by Donee during the Inspection Period, and (c) Donee's repair obligations as set forth in this Paragraph 3(a), neither Party shall have any further liability hereunder.

(b) Insurance. Prior to performing any Inspections, Donee shall deliver to Donor an original policy or a satisfactory certificate of insurance (a) evidencing coverage for commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the aggregate (for Donee and each of Donee's Representatives performing any such Inspections); (b) evidencing coverage for statutory worker's compensation insurance coverage, and (c) if any Inspections are performed by a professional, then such professional shall carry customary errors and omissions professional liability insurance as well as commercial general liability insurance. Such insurance must include acts or omissions of Donee and Donee's Representatives and be written by an insurance company licensed to do business in the State where the Property is located and rated at least A- by the then most current A.M. Best's rating service. Donor must be named in such insurance as an additional insured by endorsement to the commercial general liability policies. This insurance must be on an occurrence basis, provide primary and non-contributory coverage to Donor, and provide that it may not be amended or canceled without ten (10) days prior written notice to Donor. Such insurance must be maintained in full force by Donee at all times during the Inspection Period. Professional liability insurance may be on a claims made basis provided that it remains in full force by the professional and has a tail policy for no less than three (3) years from date of Inspections, which obligation to carry such tail policy shall survive the Closing or termination of this Agreement.

4. TITLE.

(a) Evidence of Title. Donee has obtained from First American Title Insurance Company ("**Title Company**"), at Donee's cost, the 2024 Commitment to insure title to the Property in Donee's name through the most recent ALTA Form of Donor's Policy of Title Insurance with standard exceptions (the "**Commitment**"), along with copies of all instruments described in Schedule B of the Commitment, and showing insurable title to the Property in Donor subject to: (a) all existing covenants, easements, rights of way, restrictions and conditions of record and any matters shown which Donee does not object to pursuant to Paragraph 4(b) below (or are waived by Donee or otherwise cured by Donor), (b) building and use restrictions, zoning ordinances and regulations; (c) matters which may be ascertainable by an accurate and current ALTA/NSPS 2021 Land Title Survey of the Property; (d) the lien of taxes and assessments not yet due and payable; and (e) any liens or encumbrances created or caused by Donee (collectively the "**Permitted Exceptions**"). At Closing, Donee may obtain, at Donee's cost, a policy of title insurance issued pursuant to the Commitment, insuring the interest in the Property being acquired by Donee hereunder (the "**Title Policy**"). Donee has the right to elect to obtain such endorsements to the Title Policy as Donee may require. Donee will be responsible for the search costs, expenses and taxes associated with the Commitment, and the title insurance premiums of the Title Policy and any endorsements.

(b) Title Objections. Donee shall give written notice to Donor of any objections Donee may have to any items set forth in the Commitment that make title to the Property uninsurable at regular rates but at all times subject to the Permitted Encumbrances (the "**Title**

Defects”). Donor has and shall have no obligation to cure any Title Defects. If Donor elects not to cure any Title Defects, or is unable to have the Title Defects deleted from the Commitment or discharged within thirty (30) days after receipt of notice thereof from Donee, Donee may: (a) terminate this Agreement by delivery of written notice to Donor, delivered no later than five (5) days after expiration of the foregoing referenced thirty (30) day period, and neither Donor nor Donee shall have any further duties or obligations under this Agreement, except for the obligation to pay costs expressly allocated hereunder, and Donee’s repair and insurance obligations as set forth in Paragraph 3 above; or (b) elect to take title to the Property at Closing subject to such Title Defects, in which event any objection(s) shall be considered to have been waived by Donee and said Title Defects shall be deemed Permitted Exceptions. Should Donor cure or discharge such Title Defects as provided herein, the Closing shall be held on the Closing Date set forth in Paragraph 7 below.

5. REPRESENTATIONS AND WARRANTIES OF DONOR. Donor represents and warrants to Donee as of the Effective Date and as of the Closing Date as follows:

(a) Power and Authority. Donor has, and at the Closing Date will have, all requisite power and authority to: (a) enter into this Agreement and all other instruments and agreements contemplated hereby; and (b) convey the Property to Donee in accordance with the provisions of this Agreement, and (c) carry out and perform its obligations hereunder and pursuant to all instruments and agreements contemplated hereby.

(b) No Breach of Contract. Neither the execution, delivery, performance of or compliance with this Agreement and all other agreements contemplated hereby, nor the conveyance of Donor’s interest in the Property to Donee pursuant to this Agreement, will result in any breach or violation of, or be in conflict with or constitute a default under any mortgage, indenture, contract, agreement, lease, instrument, judgment, decree, order, award, statute, rule, regulation or restriction, or result in the acceleration of any indebtedness or other obligation of Donor or create any mortgage, pledge, lien or encumbrance on or against the Property, and there is no such provision in any such instruments which materially adversely affects or which may materially adversely affect the conveyance of Donor’s interest in the Property to Donee.

(c) Disclaimer. Except as specifically provided above or in a document delivered at Closing, Donee acknowledges and agrees that:

(i) Donor specifically disclaims any warranty, guaranty, or representation, oral or written, past, present, or future, of, as, to, or concerning: (i) the nature and condition of the Property, including, without limitation, the water, soil, and geology, and the suitability of the Property for any and all activities and uses that Donee may elect to conduct thereon; (ii) matters of title; (iii) the nature, enforceability, and extent of any right-of-way, lease, lien, encumbrance, license, reservation, condition, or otherwise relating to the Property; (iv) the compliance of the Property or the operation thereof with any laws, rules, ordinances, or regulations of any Governmental Authority or other body; (v) whether the Improvements are built in a good and workmanlike manner, or the condition of any fixtures or equipment located within or serving the Property; (vi) zoning to which the Property or any portion thereof may be subject; (vii) the availability of any utilities to the Property or any portion thereof, including, without limitation, water, sewage, gas, electric, phone, and cable; (viii) usages of adjoining Property; (ix) access to

the Property or any portion thereof; (x) the value, compliance with the plans, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights, or claims on or affecting or pertaining to the Property or any part thereof; (xi) the existence or non-existence of underground storage tanks; (xii) any other matter affecting the stability or integrity of the Property; (xiii) the potential for further development of the Property; (xiv) the existence of vested land use, zoning, or building entitlements affecting the Property; (xv) tax consequences (including, but not limited to, the amount of, use of, or provisions relating to any tax credits); (xvi) warranties (express or implied) of condition regarding the fitness of the Property for a particular purpose, merchantability, tenantability, habitability, or suitability for any intended use; (xvii) any environmental conditions that may exist on the Property, including, without limitation, the existence or non-existence of Hazardous Substances, which include, without limitation, any liability, cost, or claim, or other requirement or obligation relating to the presence, condition, removal, containment, remediation, or other matter associated with any asbestos located at or otherwise affecting the Property, and Donee releases and waives any claims or causes of action against Donor based in whole or in part on any violation of, or arising with respect to, any federal, state, or local statute, ordinance, rule, or regulation relating thereto; and (xviii) the financial earning capacity or history or expense history of the operation of the Property (the items listed in (i) through (xviii) above in this Paragraph 5(c)(i) are sometimes referred to herein as the “**Property Conditions**”). To the extent required to be operative, the disclaimers and warranties contained herein are “conspicuous” disclaimers for purposes of applicable law, rule, regulation, or order.

“**Hazardous Substances**” means any hazardous or toxic substances, materials or wastes, pollutants or contaminants defined, listed or regulated by the Environmental Laws or by any other federal, state or local law, regulation or order or by common law decision; and shall include, without limitation, asbestos, polychlorinated biphenyls, radon, urea formaldehyde, petroleum and petroleum products (including gasoline, crude oil and natural or synthetic gas), and related substances. Hazardous Substances shall also include, without limitation, above ground and underground storage tanks.

“**Environmental Laws**” means and includes any federal, state or local law, rule, ordinance, regulation or other legal requirement now or hereinafter in effect relating to land use, air, soil, surface water, groundwater (including the protection, cleanup, removal, remediation or damage thereof), human health and safety or any other environmental matter, including, without limitation, the following laws as the same may be amended from time to time: Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602, et seq.; Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; Clean Water Act, 33 U.S.C. § 1251, et seq.; Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; Refuse Act, 33 U.S.C. § 407; and Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; and Clean Air Act, 42 U.S.C. § 7401, et seq.; and any of their state law counterparts.

(ii) Subject to the terms of this Agreement, Donee agrees with Donor that Donee’s opportunity for inspection and investigation of the Property pursuant to this Agreement (and other parcels in proximity thereto) will be adequate to enable Donee to make Donee’s own determination with respect to the acquisition of the Property.

(iii) Except as specifically provided herein or in a document delivered at Closing, no representations have been made by Donor, and Donee has not relied on the information supplied by Donor in entering into, continuing the effectiveness of, or Closing under this Agreement. Without limiting the generality of the foregoing, Donee acknowledges that Donor has not made any representation or statement to Donee concerning the value of the Property or expressed any opinion to Donee regarding any income tax consequences of Donor's conveyance of the Property.

(iv) Except as specifically provided herein or in a document delivered at Closing, Donee agrees with Donor that Donee is relying solely on Donee's independent analysis and investigation of the Property. Any information, documents, or reports supplied or made available by Donor (collectively "**Donor Information**") are being delivered to Donee on an AS-IS, WHERE IS, AND WITH ALL FAULTS basis, solely as a courtesy; and Donor does not make, and Donee waives, any representation or warranty, express or implied, or arising by operation of law as to the accuracy, completeness, or any other aspect of the Donor Information.

(v) Donor is not responsible or liable to Donee or any successor or assignee of Donee, and Donee on its own behalf and on behalf of its successors and assigns, releases and covenants not to sue Donor for any Property Conditions or other conditions affecting the Property. Donee is accepting the donation of the Property AS-IS, WHERE IS, AND WITH ALL FAULTS as of the Closing Date. Donee releases Donor and its respective members, managers, officers, employees, representatives, and agents for any cost, loss, liability, damage, expense, demand, action, or cause of action arising from or related to any Property Conditions or other conditions affecting the Property, known or unknown. This release will be given full force and effect according to each of its express terms and provisions, including, without limitation, those relating to unknown claims, damages, and causes of action. This covenant releasing Donor and all Donor Affiliates is a covenant running with the Property and is binding upon Donee, its successors and assigns.

(vi) The provisions of this Paragraph 5(c) shall forever survive the Closing or any earlier termination of this Agreement.

(d) This Agreement constitutes a valid and legally binding obligation of Donor, enforceable against Donor in accordance with its terms, except as enforceability may be limited by: (a) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application now or hereafter in effect relating to or affecting the enforcement of creditors' rights generally.

6. REPRESENTATIONS AND WARRANTIES OF DONEE. Donee hereby represents and warrants to Donor as of the Effective Date and as of the Closing Date as follows:

(a) Power and Authority. Donee has all requisite power and authority to (1) enter into, carry out and perform this Agreement and all other instruments and agreements contemplated hereby, and (2) accept the donation of the Property from Donor in accordance with the provisions of this Agreement.

(b) Consents. No consent, approval or authorization of or designation, declaration or filing with, any federal, state, local or other authority, or any lenders, lessors, creditors, shareholders or others, is required on the part of Donee in connection with the valid execution and delivery of this Agreement or the acquisition of the interest in the Property by Donee.

(c) No Breach of Contract. Neither the execution, delivery, performance of or compliance with this Agreement and all other agreements contemplated hereby, nor the acquisition of the interest in the Property by Donee pursuant to this Agreement, will result in any breach or violation of, or be in conflict with or constitute a default under any mortgage, indenture, contract, agreement, lease, instrument, judgment, decree, order, award, statute, rule, regulation or restriction, or result in the acceleration of any indebtedness or other obligation of Donee or create any mortgage, pledge, lien or encumbrance on or against the Property, and there is no such provision in any such instruments which materially adversely affects or which may materially adversely affects the acquisition of an interest in the Property by Donee.

(d) This Agreement constitutes a valid and legal binding obligation of Donee, enforceable against Donee in accordance with its terms, except as enforceability may be limited by: (a) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application now or hereafter in effect relating to or affecting the enforcement of creditors' rights generally.

7. CLOSING.

(a) Closing Date. The closing (the "**Closing**") of the donation of the Property as provided in this Agreement shall take place on or before June 26, 2024, or on such other date as may be mutually agreed upon between the parties (the "**Closing Date**"), but in no event shall the Closing Date be later than July 31, 2024 (the "**Closing Deadline**"). The Closing shall take place on such date at a mutually agreeable time through an escrow established at the Title Company.

(b) Closing Deliveries. At Closing, the Parties shall execute and/or deliver, or cause to be executed and/or delivered, the following:

(i) Donor shall execute and deliver a Quitclaim Deed in the form attached hereto as **Exhibit C** covering the Property conveying to Donee fee simple title to the Property subject to the Permitted Exceptions (the "**Deed**").

(ii) Intentionally Deleted.

(iii) Donor and Donee shall execute and deliver a closing statement incorporating the adjustments and prorations as provided herein.

(iv) Donee shall deliver Municipal Lien Certificates for the Property

(v) Donor shall execute and deliver an affidavit certifying that Donor is not a foreign entity, such that Donor is not subject to tax under the Foreign Investment In Real Property Tax Act of 1980.

(vi) Donor and Donee shall execute and deliver all applicable state, county and municipal transfer (conveyance) tax documentation.

(vii) Donor shall execute and deliver a Donor's Affidavit covering the Property, on the customary form provided by Title Company, as reasonably approved by Donor.

(viii) Donor and Donee agree to execute and deliver such other documents or instruments as shall reasonably be required by the other Party, its counsel or the Title Company and are customary in connection with the purchase and sale of property in Franklin County, Massachusetts, to consummate the transaction contemplated by this Agreement and/or to cause the issuance of the Title Policy which, in all events, shall not increase such Party's liability hereunder or decrease such Party's rights hereunder, including but not limited to, a Disclosure Statement due to the Division of Capital Asset Management and Maintenance.

(ix) Donor shall deliver all keys, cards, and access codes pertaining to the Property to Donee.

(x) Donee's clerk certificate to the effect that it has all appropriate consents or resolutions of the Donee's governing body as required by its organizational documents and applicable law necessary to consummate the transactions contemplated by this Agreement.

8. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS. The following adjustments and prorations shall be made at the Closing between Donor and Donee computed to, but not including the Closing Date pursuant to the closing statement to be executed by Donor and Donee.

(a) Taxes. All prior years' real property taxes and current installments of assessments (if any) which are due and have become a lien upon the Property at the Closing Date shall be paid by Donor. All future installments of real property assessments and future years' real property taxes shall be assumed and paid by Donee. Current year real property taxes (regardless of the lien date), and installments of special assessments (if any), shall be prorated to the Closing Date in accordance with local custom and practice, on the basis of a 365-day year, with Donee being responsible for the Closing Date, provided, however, if Donor has paid real property assessments and future years' real property taxes on or beyond the Closing Date, Donee shall have no obligation to reimburse Donor.

(b) Fees, Costs, Transfer Taxes, Other Expenses. Donor shall pay the State and Town and any other transfer taxes or fees due on the transfer of title from Donor to Donee at Closing. Donee shall pay for the premium applicable to the Title Policy, and the increase in premium between a standard form policy and an extended form policy and the costs of any endorsements Donee requires to the Title Policy. Donee shall pay all recording fees in connection with the Deed. All closing fees charged by the Escrow Agent shall be paid by Donee. Each Party will pay its own attorneys' fees incurred with respect to the negotiation and consummation of the

transaction contemplated by this Agreement. Donee shall pay any costs related to its Inspections, including, without limitation, the Expanded Environmental Reports.

(c) Prorated Items. There shall be pro-rated as of the date of the Closing the current real estate taxes, water rents and sewer charges, municipal garbage and rubbish removal charges, fuel and all other revenue, income, expenses and charges with respect to the Property as are customarily adjusted in the County in which the Property is located unless otherwise provided for in this Agreement. Final readings for telephone, electric, gas, sewer, water and other utility bills with respect to the Property will be made, if possible, as of the day before the Closing, and Donor shall pay all outstanding amounts due as of that time. Donee shall be responsible from the Closing Date. Donor shall also be entitled to any applicable refunds of security deposits held by any utility company. This Paragraph 8(c) shall survive the Closing and the transfer of title.

(d) Subsequent Adjustments. If, following the Closing Date, either Donor or Donee discovers any inaccuracies or errors in the prorations or adjustments done at Closing, Donor and Donee shall take all action and pay all sums necessary so that the said prorations and adjustments shall be in accordance with the terms of this Agreement, and the obligations of either Party to pay any such amount shall survive the Closing Date. Any error with respect to the calculation of any closing adjustments may be corrected if, within ninety (90) days of the Closing, the Party claiming that such an error has occurred, sends written notice to the other Party specifying in detail the errors which have occurred and the adjustments required to correct the same (the “**Closing Correction Notice**”), together with all documentation relied on by the Party serving such Notice to support the claimed correction. If the Parties agree on such correction, the Parties shall make an appropriate correction adjustment; and appropriate payment shall be made to the Party entitled thereto by the other party within thirty (30) days thereafter. This provision shall survive the Closing and the transfer of title to the Property to the Donee.

(e) Sales Tax. Sales tax (if any) on the Personal Property a part of this transaction, if any, shall be paid by the Donee at the Closing.

9. CONDEMNATION/RISK OF LOSS.

(a) Condemnation. If, prior to the Closing Date, either Donor or Donee receive or obtain notice that any governmental authority having jurisdiction intends to commence or has commenced proceedings for the taking of any material portion of the Property by the exercise of any power of condemnation or eminent domain, or notice of any such taking is recorded among the public records of the State in which the Property is located, Donee shall have the right and option to terminate this Agreement by notifying Donor within ten (10) days following Donee’s receipt of such notice, and Donor and Donee shall have no further liability or obligation to the other hereunder, except for the obligation to pay costs expressly allocated hereunder, and Donee’s repair obligations as set forth in Paragraph 3 above. If Donee does not elect to terminate this Agreement or fails to notify Donor within the ten (10) day period, Donee shall close the transaction herein contemplated as if no such notice had been received, obtained or recorded or proceedings commenced, and in such event, any proceeds or awards made in connection with such taking shall be the sole property of Donee.

(b) Risk of Loss. Donor shall bear the risk of loss or damage to the Property from fire or other casualty until Closing. In the event of damage to or destruction of the Property by fire or other casualty prior to Closing, Donee or Donor may, at its option, within ten (10) days after notice thereof but in no event later than the Closing Date, either (a) terminate this Agreement, and Donor and Donee shall have no further liability or obligation to the other hereunder, except for the obligation to pay costs expressly allocated hereunder, and Donee's repair obligations as set forth in Paragraph 3 above; or (b) proceed with the acceptance of the donation of the Property. The foregoing to the contrary notwithstanding, if the fire or other casualty is caused by the acts or omissions of Donee or Donee's Representatives, then Donee shall have no right to elect to proceed pursuant to clause (a) above. After Closing, the risk of loss shall be and is assumed by Donee. Donor shall retain Donor's insurance at all times up until the Closing Date, and it shall be the obligation of Donee to procure Donee's own policies of insurance to be effective from and after the Closing Date.

10. DEFAULT.

(a) Donor's Failure to Perform. In the event Donor fails to perform any of its obligations hereunder, and such failure is not cured within ten (10) days after written notice of default is delivered to Donor, Donee may, at Donee's option and as its sole and exclusive remedies in such event: (a) terminate this Agreement by written notice delivered to Donor at or prior to the Closing Date, and Donor and Donee shall have no further liability or obligation to the other hereunder, except for the obligation to pay costs expressly allocated hereunder, and Donee's repair obligations as set forth in Paragraph 3 above, or (b) obtain specific performance of the terms and conditions hereof.

(b) Donee's Failure to Perform. In the event Donee fails to perform its obligations pursuant to the terms of this Agreement and such failure is not cured within ten (10) days after written notice of default is received by Donee, Donor shall be entitled to terminate this Agreement by written notice delivered to Donee at or prior to the Closing Date, and Donor and Donee shall have no further liability or obligation to the other hereunder, except for the obligation to pay costs expressly allocated hereunder, and Donee's repair obligations as set forth in Paragraph 3 above.

11. NOTICES. Any notice, demand, or other communication required to be given or to be served upon any Party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced to writing and delivered (a) in person, which such notice shall be deemed delivered upon actual delivery or refusal of delivery thereof, or (b) mailed by certified mail, postage prepaid, return receipt requested, which such notice shall be deemed received three (3) business days following deposit thereof in the U.S. Mail, or (c) overnight, via nationally recognized overnight courier with tracking capabilities, such as UPS or Federal Express, which such notice shall be deemed received on the next business day following deposit with such courier. Such notices shall be sent to the Parties' respective addresses for notices set forth as follows:

If to Donor: Farren Care Center, Inc.
2021 Albany Avenue
West Hartford, CT 06117
Attention: Eric Dana
Email Address: edana@mchct.org

With a copy to: Trinity Continuing Care Services
20555 Victor Parkway
Livonia, Michigan 48152
Attention: Mandi Murray
Email Address: murraym@trinity-health.org

With a copy to: Trinity Health – Northeast Region
114 Woodland Street
Hartford, CT 06105
Attention: Robert J. Anthony
Facsimile No. (860) 714-8127
Email Address: banthony@trinityhealthofne.org

With a copy to: Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226
Attention: Richard A. Sundquist
Facsimile No. (313) 309-6827
Email Address: rsundquist@clarkhill.com

If to Donee: Town of Montague
1 Avenue A
Turners Falls, Massachusetts 01376
Attention: Town Administrator
Facsimile No. (413) 863-3231
Email Address: townadmin@montague-ma.gov

With a copy to: KP Law. P.C.
101 Arch Street, 12th Floor
Boston, Massachusetts 02110
Attention: Katharine Lord Klein
Facsimile No. (617) 654 1735
Email Address: kklein@k-plaw.com

A copy of any Notice sent to Donor shall also be sent to its Attorney. A copy of any Notice sent to Donee shall also be sent to Donee's Attorney. Donor's Attorney may provide Notices on behalf of Donor. Donee's Attorney may provide Notices on behalf of Donee. A Party may change its address for receipt of Notices by delivery of Notice to the other Parties.

12. MISCELLANEOUS.

(a) Assignment. Donee may not assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual, entity or other person without Donor's express written consent, which consent may be granted or denied in Donor's sole and absolute discretion.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located.

(c) Successors and Assigns. This Agreement and the provisions hereof shall inure to the benefit of, and be binding upon, the successors, successors in interest and permitted assigns of the Parties hereto.

(d) Brokers. Donee and Donor each represent and warrant to the other that they have not had any direct or indirect dealings with any real estate brokers, salesmen or agents in connection with the Property or the transactions contemplated herein. Donor and Donee represent to each other that they have no other obligations or agreements with anyone relating to commissions or finder's fees for the sale or conveyance of the Property. Donor and Donee each agree, to the extent permitted by law, to indemnify and hold each other harmless from any demands, claims, payments (including attorney's fees and costs) in the event of a breach of this Paragraph. The provisions of this Paragraph shall survive the Closing or other termination of this Agreement.

(e) Entire Agreement. This Agreement, the Recitals and the Exhibits attached hereto, and all other documents and instruments delivered contemporaneous herewith (all of which are incorporated herein and made a part hereof), constitute the full and entire understanding and agreement among the Parties with respect to the transactions herein contemplated and shall supersede all prior understandings, agreements, summaries of terms or letters of intent relating thereto, all of which are hereby declared to be null and void and of no further force and effect. Any modification or amendment to this Agreement shall be effective only if in writing and executed by both Donor and Donee.

(f) Headings. The headings of the paragraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(g) Construction. This Agreement shall not be construed more strictly against one Party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Donee and Donor have contributed substantially and materially to the preparation of this Agreement.

(h) Survival and Benefit. Except as otherwise expressly provided herein, each agreement, representation or warranty made in this Agreement by or on behalf of either Party, or in any instruments delivered pursuant hereto or in connection herewith, shall not survive the Closing Date or the consummation of the transactions provided for herein. The covenants, agreements and undertakings of each of the Parties hereto are made solely for the benefit of, and may be relied on only by, the other Party hereto, their successors and permitted assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.

(i) Effective Date. All references in this Agreement to “the date hereof” or “the date of this Agreement” shall mean the Effective Date.

(j) Time of the Essence. Time is of the essence in this Agreement.

(k) Counterparts/Facsimile or Electronic Signatures. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement. This Agreement may be executed by facsimile or electronic scan of signatures which shall be deemed binding upon the Parties with an original to follow via mail.

(l) Business Days. If, under the terms of this Agreement the calculation of the time periods provided for herein, the Closing Date or any other date to be determined under this Agreement should fall on a Saturday, a Sunday, a legal holiday (Federal or of the State in which the Property is located) or other date on which banks located in State in which the Property is located are not open for business (non-business days), then such dates shall be extended to the next business day.

(m) Singular Also Mean Plural. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

(n) Recording. Neither this Agreement nor a memorandum hereof may be recorded by Donee. Breach of this provision by Donee shall constitute a default hereunder.

(o) No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the Parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

(p) Possession. Donee shall have possession and occupancy of the Property from and after the Closing.

[Remainder of page intentionally left blank.]

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date first above written.

DONOR:

FARREN CARE CENTER, INC.,
A Massachusetts nonprofit corporation

By: _____

Name: _____

Its: _____

Date of Execution: June ____, 2024

[Signatures continue on the following page.]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date first above written.

DONEE:

TOWN OF MONTAGUE,
By Its Selectboard

Richard Kuklewicz, Chair

Matthew Lord, Vice Chair

Christopher Boutwell, Clerk

Date of Execution: June ____, 2024

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Real property in Montague, County of Franklin, Commonwealth of Massachusetts, described as follows:

Those two (2) certain parcels of land shown as Lots B and C on plan entitled "Plan of Land in Montague, Massachusetts Surveyed for The Farren Memorial Hospital" dated September 11, 1989, Scale: 1" = 100' made by Alter Huntley, Jr. & Associates, Inc., recorded with the Franklin County Registry of Deeds in Plan Book 79, Page 4.

Being the same premises conveyed to the Donor herein by deed of FC, Inc., dated October 1, 1993, recorded with the Franklin County Registry or Deeds in Book 2824, Page 41.

Together with an easement for ingress and egress for pedestrian and vehicular travel in common with others as set forth in deed from Western Massachusetts Electric Company dated November 19, 1980 and recorded with said Deeds in Book 1646, Page 182.

Subject to and with the benefit or a right or way known as Farren Avenue being fifteen (15) feet wide, as shown on the above referenced plan.

330-340 Montague City Road - Parcel ID No. 12-0-044

356 Montague City Road - Parcel ID No. 12-0-44A

0 Montague City Road – Parcel ID No. 12-0-051

EXHIBIT A

EXHIBIT B
DEPICTION OF THE PROPERTY



EXHIBIT B

EXHIBIT C
QUITCLAIM DEED

Affected Premises:

330-340 Montague City Road, 356 Montague City Road and Vacant Land
Montague, Franklin County, Massachusetts

QUITCLAIM DEED

FARREN CARE CENTER, INC., a Massachusetts nonprofit corporation (“Grantor”), having its usual place of business at 340 Montague City Road, Turners Falls, Massachusetts 01376, for the consideration of One Dollar (\$1.00) paid, hereby grants to the TOWN OF MONTAGUE (“Grantee”), having its usual place of business at 1 Avenue A, Turners Falls, Massachusetts 01376, with QUITCLAIM COVENANTS, the land with the buildings and improvements thereon, subject to the permitted exceptions listed on Exhibit A attached, situated in the Town of Montague, Franklin County, Massachusetts, being all more particularly described as follows:

Lots B and C on plan entitled “Plan of Land in Montague, Massachusetts Surveyed for The Farren Memorial Hospital” dated September 11, 1989, Scale 1”= 100’, Prepared by Almer Huntley , Jr. & Associates, Inc. and recorded with Franklin County Registry of Deeds in Plan Book 79, Page 4.

Together with the benefit of an easement for ingress and egress set forth in deed from Western Massachusetts Electric Company dated November 19, 1980 and recorded in Book 1656, Page 182.

Being the same premises conveyed to the Grantor herein by Deed dated October 1, 1993 and recorded with the Franklin County Registry of Deeds in Book 2824, Page 41.

Subject to and with the benefit of a right of way known as Farren Avenue being fifteen (15) feet wide, as shown on the above referenced plan.

Grantor recites compliance with the provisions of G.L. c. 59, §72A.

No deed stamps are due pursuant to G.L. c. 64D, §1. The Town of Montague’s Acceptance of Deed is attached hereto and incorporated herein.

EXHIBIT A – PERMITTED EXCEPTIONS

13. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
14. Such facts as would be disclosed by a current Certificate of Municipal Lien.
15. The exact acreage or square footage being other than as stated in Exhibit A annexed or the plan(s) therein referred to.
16. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of the adjacent streets and ways.
17. Right of way reserved in deed of Bernard N. Farren to The Farren Memorial Hospital dated October 8, 1901 and recorded on September 26, 1902 in Book 498, Page 77.
18. Right of way reserved in deed of Bernard N. Farren to The Farren Memorial Hospital dated January 27, 1910 and recorded on March 24, 1910 in Book 542, Page 343.
19. Drainage rights stated in grant dated August 29, 1949 and recorded in Book 940, Page 216.
20. Sewer and drainage rights reserved in deed dated April 27, 1964 and recorded in Book 1170, Page 200.
21. Easements, restrictions, conditions, and reservations contained in deed of Western Massachusetts Electric Company to Farren Memorial Hospital dated November 19, 1980 and recorded on February 27, 1981 in Book 1646, Page 182.
22. Taking by the Town of Montague for easements dated August 12, 1984 and recorded in Book 1810, Page 150.
23. The matters disclosed by plan recorded in Plan Book 79, Plan 4.
24. Decision by the Montague Board of Appeals recorded in Book 2442, Page 336.

ACCEPTANCE OF DEED

On this _____ day of June, 2024, the Town of Montague, acting by through its Selectboard pursuant to the vote taken under Article 16 of the October 10, 2023 Special Town Meeting, a certified copy of which is attached hereto, hereby accepts property from Farren Care Center, Inc. for general municipal purposes.

TOWN OF MONTAGUE,
By its Selectboard

Richard Kuklewicz, Chair

Matthew Lord, Vice Chair

Christopher Boutwell, Clerk

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ____ day of June, 2024, before me, the undersigned Notary Public, personally appeared _____, member of the Montague Selectboard, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Montague.

Notary Public
My Commission Expires:

GIFT AGREEMENT

This Gift Agreement (“**Agreement**”) is entered into as of June _____, 2024 (“**Effective Date**”), and sets forth agreements between **TRINITY CONTINUING CARE SERVICES**, a Michigan nonprofit corporation, the address of which is 20555 Victor Parkway, Livonia, Michigan 48152 (“**Donor**”) and the **TOWN OF MONTAGUE**, the mailing address of which is 1 Avenue A, Turners Falls, Massachusetts 01376 (“**Donee**”). (Donor and Donee are sometimes referred to individually as a “**Party**” and together as the “**Parties.**”)

WHEREAS, Farren Care Center, Inc., a Massachusetts nonprofit corporation, the address of which is 340 Montague City Road, Turners Falls, Massachusetts 01376 (“**Farren**”) is the owner of real property located in the Town of Montague, Franklin County, Massachusetts, known as 330-340 Montague City Road (Parcel ID No. 12-0-044) (“**Parcel 044**”), 356 Montague City Road (Parcel ID No. 12-0-44A) (“**Parcel 044A**”) and vacant (parking) land described as Parcel ID No. 12-0-051 (“**Parcel 051**”), commonly referred to as the Farren Care Center (collectively, the “**Property**”).

WHEREAS, Farren and Donee have agreed on the terms of a Real Estate Donation Agreement (the “**Donation Agreement**”), a copy of which is attached hereto as **Exhibit A** and incorporated herein, pursuant to which Farren will donate the Property to Donee (the “**Transaction**”), which Donation Agreement is being executed simultaneously with this Gift Agreement.

WHEREAS, Donee has requested that the garage, gazebo, pavilion and garden shed remain on the primary parcel.

WHEREAS, in connection with Donee’s due diligence with respect to the Transaction, Donor has provided certain information regarding the Property, which information was provided without any representation or warranty, express or implied, as to the accuracy or completeness of the information and with the understanding that neither Donor, Farren nor any of its officers, directors, employees, agents, attorneys or affiliates shall have any liability to Donee or any other person resulting from Donee’s use of such information.

WHEREAS, Donee acknowledges receipt of the First American Title Insurance Company (“**Title Company**”) Commitment for Title Insurance (File No. 23-58950) with an effective date of October 16, 2023 and revised March 15, 2024 (“**2024 Commitment**”).

WHEREAS, Donee acknowledges receipt from Donor of a draft of an ALTA/NSPS Land Title Survey prepared by Bock & Clark (NVS Project No. 202103291-001) (“**Survey**”), which Survey describes those lands referenced in the 2024 Commitment.

WHEREAS, Donee acknowledges receipt from Donor of a Phase I Environmental Site Assessment prepared by Professional Service Industries, Inc. (“**PSI**”), an Intertek Company, dated November 4, 2021 (Project No. 08214583-1) including any User Questionnaire (collectively, “**Phase I**”), and that Limited Phase II Site Assessment Report prepared by Intertek/PSI dated November 18, 2022 (Project No. 08215007) (“**Phase II**”) with respect to the Property (collectively, the “**Environmental Reports**”).

WHEREAS, the Phase I pertains to Parcel 044 and Parcel 044A, however, no investigation of Parcel 051 was conducted.

WHEREAS, the Phase II only covers portions of Parcel 044 and Parcel 044A related to certain underground storage tanks and not the entirety of Parcel 044 and Parcel 044A.

WHEREAS, in order for Donee to accept Donor's donation of the Property, Donee requires an expanded Phase I Environmental Site Assessment ("**Expanded Phase I**") and an expanded Phase II Environmental Site Assessment ("**Expanded Phase II**") for the Property (collectively, the "**Expanded Environmental Reports**").

WHEREAS, an updated Phase I Environmental Site Assessment prepared by PSI, dated October 25, 2023, and a Limited Phase II Site Assessment Report prepared by Intertek/PSI, dated November 10, 2023, were provided to Donee.

WHEREAS, Donor agreed to obtain the Expanded Environmental Reports at its expense, however, the cost of same shall be deducted by Donor from the Gift (as defined below).

WHEREAS, Donor has agreed to donate the amount of \$100,000 to Donee towards the redevelopment and maintenance of the Property (the "**Gift**"), which Gift shall be used for the Agreed Purposes described herein.

WHEREAS, in the event the Expanded Environmental Reports are satisfactory to Donee, Donee shall execute the Donation Agreement.

WHEREAS, the Gift, less the cost of the Expanded Environmental Reports, will be paid to Donee on a reimbursement basis for Donee's expenses relating to the Agreed Purposes described herein.

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the Parties agree as follows:

Section 1. Phase I and Phase II.

1.1 Donor has procured the Expanded Environmental Reports of the Property from PSI. As a deduction from the Gift, Donor shall timely pay the costs of the Expanded Environmental Reports.

1.2 If the results of the Expanded Environmental Reports are satisfactory to Donee, Donor and Donee shall immediately execute the Donation Agreement.

Section 2. Payment of Remainder of Gift.

2.1 The payment of the remainder of the Gift shall be paid by Donor to Donee on a reimbursement basis for Donee's expenses following the engagement for and completion of any of the Agreed Purposes. Donor shall reimburse Donee directly within sixty (60) days from submittal of an invoice by Donee to Donor for an expense for an Agreed Purpose.

2.2 The Gift is a one-time monetary gift by Donor to Donee.

Section 3. Failure to Close.

In the event that, for any reason, Donee fails to close on the Property on or before the Closing Date (as defined in the Donation Agreement), the remainder of the Gift shall be revoked and terminated.

Section 4. Covenants – Use of Donations.

4.1 Donee agrees that the Gift shall be used by Donee only for the Agreed Purposes. “Agreed Purposes” shall mean expenses of the redevelopment and maintenance of the Property and shall only include the following costs, expenses and charges:

a. Pre-Closing Agreed Purposes:

- (1) Expanded Environmental Reports.
- (2) Title policy, search fees, endorsements and attorney title review costs incurred by Donee.

To the extent payable by the Donee, Items 4.1(a)(1) and (2) to be paid directly to the vendors by the Donor.

b. Post-Closing Agreed Purposes:

- (1) Preparation of Property redevelopment study.
- (2) Lawn mowing, snow removal and other general maintenance of the Property, including its remaining structures.
- (3) Wages for union employees during non-regular work hours for lawn mowing, snow removal and other general maintenance of the Property which are directly associated with upkeep of the Property (“Wages”).
- (4) Building maintenance and repairs for the buildings and other structures on Parcel 044 and Parcel 044A.
- (5) Sidewalks, benches and fences for the Property.
- (6) Playground equipment or installations for recreational use associated with any short-term use of the Property while broader redevelopment is in process.
- (7) Preparation of an existing conditions site survey.
- (8) An installation memorializing the history of the Property.

4.2 Donee shall not use the Gift for any of the following:

- a. Tents.
- b. Utilities.
- c. Taxes.
- d. Attorney closing fees.
- e. Donee's employee salaries and benefits, except for the Wages as otherwise permitted in Section 4.1b(3).

4.3 Donee shall provide Donor with a paid invoice describing the Agreed Purpose(s) for which reimbursement is sought. Such invoices shall be submitted to Donor in accordance with Section 5 of this Agreement, and payment shall be made within sixty (60) days of submittal.

4.4 With respect to the Wages provided for in Section 4.1b(3), Donee shall provide Donor with accounting statements that make apparent exactly what union employees are being paid, the hours worked, the amount to be paid and describing the Agreed Purpose(s) for which reimbursement is sought.

4.5 Donee may seek approval from Donor prior to an expenditure for confirmation that an expense is authorized as an Agreed Expense by submitting a description and amount of the proposed expense to Donor, whereupon Donor shall approve or disapprove the expenditure within thirty (30) days of receipt of the request.

Section 5. Notices.

Any notice, demand, or other communication required to be given or to be served upon any Party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced to writing and delivered (a) in person, which such notice shall be deemed delivered upon actual delivery or refusal of delivery thereof, or (b) mailed by certified mail, postage prepaid, return receipt requested, which such notice shall be deemed received three (3) business days following deposit thereof in the U.S. Mail, or (c) overnight, via nationally recognized overnight courier with tracking capabilities, such as UPS or Federal Express, which such notice shall be deemed received on the next business day following deposit with such courier. Such notices shall be sent to the Parties' respective addresses for notices set forth as follows:

If to Donor:

Trinity Continuing Care Services
20555 Victor Parkway
Livonia, Michigan 48152
Attention: Mandi Murray
Email Address: murraym@trinity-health.org

With a copy to: Farren Care Center, Inc.
2021 Albany Avenue
West Hartford, CT 06117
Attention: Eric M. Dana
Email Address: edana@mchct.org

With a copy to: Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226
Attention: Richard A. Sundquist
Facsimile No. (313) 309-6827
Email Address: rsundquist@clarkhill.com

If to Donee: Town of Montague
1 Avenue A
Turners Falls, Massachusetts 01376
Attention: Town Administrator
Facsimile No. (413) 863 3231
EmailAddress:townadmin@montague-ma.gov

With a copy to: KP Law, P.C.
101 Arch Street, 12th Floor
Boston, Massachusetts 02110
Attention: Katharine Lord Klein
Facsimile No. (617) 654 1735
Email Address: kklein@k-plaw.com

A copy of any Notice sent to Donor shall also be sent to its Attorney. A copy of any Notice sent to Donee shall also be sent to Donee's Attorney. Donor's Attorney may provide Notices on behalf of Donor. Donee's Attorney may provide Notices on behalf of Donee. A Party may change its address for receipt of Notices by delivery of Notice to the other Parties.

Section 6. Miscellaneous.

6.1. This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.

6.2. Unless expressly agreed in writing by the applicable Party, neither the failure of nor any delay by any Party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.

6.3. No waiver of any right or remedy under this Agreement shall be binding on any Party unless it is in writing and is signed by the Party to be affected. No such waiver of any right or

remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.

6.4. No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the Party to be charged.

6.5. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective personal representatives or corporate successors.

6.6. Nothing herein expressed or implied is intended or shall be construed to give any person other than the Parties hereto any rights or remedies under this Agreement.

6.7. This Agreement shall be deemed to have been prepared jointly by the Parties hereto. Any ambiguity herein shall not be interpreted against any Party hereto and shall be interpreted as if each of the Parties hereto had prepared this Agreement.

6.8. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any Party hereto may execute this Agreement by signing and delivering one or more counterparts.

6.9. This Agreement shall be governed by the laws of the State of Massachusetts without regard to provisions regarding conflicts of law.

6.10. It is the intent of Donor that this Gift and any interim installments under this Agreement shall constitute the Donor's binding obligation and shall be enforceable against Donor and Donor's successors and assigns.

[Signature pages to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DONOR:

TRINITY CONTINUING CARE SERVICES,
a Michigan nonprofit corporation

By: _____

Name: _____

Its: _____

Date of Execution: June ____, 2024

[Signatures continue on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DONEE:

TOWN OF MONTAGUE,
By Its Selectboard

Richard Kuklewicz, Chair

Matthew Lord, Vice Chair

Christopher Boutwell, Clerk

Date of Execution: June ____, 2024

EXHIBIT A
REAL ESTATE DONATION AGREEMENT

[See accompanying pages.]

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of June, 2024 (“**Effective Date**”), by and between **FARREN CARE CENTER, INC.**, a Massachusetts nonprofit corporation, the address of which is 340 Montague City Road, Turners Falls, Massachusetts 01376 (“**Donor**”) and the **TOWN OF MONTAGUE**, the address of which is 1 Avenue A, Turners Falls, Massachusetts 01376 (“**Donee**”). (Donor and Donee are sometimes referred to individually as a “**Party**” and together as the “**Parties.**”)

RECITALS:

A. Donor is the owner of real property located in the Town of Montague, Franklin County, Massachusetts, known as 330-340 Montague City Road (Parcel ID No. 12-0-044) (“**Parcel 044**”), 356 Montague City Road (Parcel ID No. 12-0-44A) (“**Parcel 044A**”) and vacant (parking) land described as Parcel ID No. 12-0-051 (“**Parcel 051**”), commonly referred to as the Farren Care Center (collectively, the “**Property**”). The Property is more particularly described on **Exhibit A** attached. A GIS map depicting the Property is attached as **Exhibit B**.

B. Parcel 044 is vacant and consists of approximately 8.04 acres.

C. Located on Parcel 044A is a house/office (“**House**”).

D. Parcel 051 is vacant land utilized for parking consisting of approximately .94 acres.

E. Donee has requested that the garage, gazebo, pavilion and garden shed remain on Parcel 044.

F. Donee acknowledges receipt from First American Title Insurance Company (“**Title Company**”) Commitment for Title Insurance (File No. 23-58950) with an effective date of October 16, 2023 and revised March 15, 2024 (“**2024 Commitment**”).

G. Donee acknowledges receipt from Donor of a draft of an ALTA/NSPS Land Title Survey prepared by Bock & Clark (NVS Project No. 202103291-001) (“**Survey**”), which Survey describes those lands referenced in the 2024 Commitment.

H. Donee acknowledges receipt from Donor of a Phase I Environmental Site Assessment prepared by Professional Service Industries, Inc. (“**PSI**”), an Intertek Company, dated October 25, 2023 (Project No. 08215305) including any User Questionnaire (collectively, “**Phase I**”), and a Limited Phase II Site Assessment Report prepared by Intertek/PSI dated November 10, 2023 (Project No. 08215306) (“**Phase II**”) with respect to the Property (collectively, the “**Environmental Reports**”).

I. Donor desires to donate the Property to Donee and Donee desires to accept the donation of the Property from Donor, subject only to the Permitted Exceptions (as defined in Paragraph 4(a) below), together with all Donor’s right, title and interest in and to the Property.

Donor and Donee agree that the Property includes all of Donor's right, title and interest in and to the tenements, hereditaments, appurtenances, mineral rights, air rights, if any, privileges and easements belonging or in any way appertaining thereto and any improvements on the Property. Donee acknowledges and agrees that the description of the Property as set forth on **Exhibit A** is an approximate description of the real property that is intended to be donated by Donor and conveyed pursuant to the terms of this Agreement. The legal description of the Property as set forth on **Exhibit A** is subject to a more precise description of the Property to be provided and confirmed by the Title Company pursuant to Paragraph 4(a).

J. The Parties acknowledge that the donation of the Property to Donee is contingent upon Donee's satisfaction with the results of the Environmental Reports and approval of the donation by the Town of Montague's Selectboard.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Donor and Donee agree as follows:

1. DONATION. Subject to the terms and conditions set forth in this Agreement, Donor agrees to donate the Property to Donee, and Donee agrees to accept the Property from Donor.

2. INSPECTION PERIOD. Commencing on the Effective Date, through the date of Closing (the "**Inspection Period**"), Donee and its consultants, officers, employees, agents, contractors and invitees (collectively, "**Donee's Representatives**") may, upon prior written notice delivered to Donor, access the Property to perform the Inspections (as such term is defined in Paragraph 3(a)), all at Donee's sole cost, expense and risk.

3. INSPECTIONS/APPROVALS.

(a) Inspections. During the Inspection Period, Donee and Donee's Representatives may conduct (at Donee's sole cost and expense) such investigations and inspections and investigate such laws, ordinances and codes and conduct such other due diligence as Donee deems necessary or advisable to satisfy itself that the Property is suitable for Donee's intended use (the "**Inspections**"); provided, however, no Inspection constituting invasive or destructive testing (including, but not limited to, sampling, boring, excavation or drilling) may be performed without Donor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. In the event any Inspections disturb any portion of the Property, Donee shall, at its sole cost and expense, promptly restore the Property to its prior condition in the event Donee does not accept conveyance of the Property. Donee (for itself and on behalf of all of Donee's Representatives) hereby understands, acknowledges and agrees that Donee and Donee's Representatives shall enter upon the Property at their own risk. All activities undertaken by Donee and/or Donee's Representatives on the Property shall fully comply with all applicable laws, rules and regulations of any governmental or quasi-governmental authority/agency having jurisdiction, including laws relating to worker safety. If at any time during the Inspection Period, Donee is dissatisfied with the condition of the Property based upon its Inspections, then Donee may terminate this Agreement by giving written notice to Donor prior to the expiration of the Inspection Period (a "**Termination Notice**"), whereupon this Agreement shall terminate and become null and void and, except for (a) Donee's obligation to pay costs expressly allocated hereunder, (b) at

Donor's election, Donee delivering to Donor a copy of all reports and studies obtained by Donee during the Inspection Period, and (c) Donee's repair obligations as set forth in this Paragraph 3(a), neither Party shall have any further liability hereunder.

(b) Insurance. Prior to performing any Inspections, Donee shall deliver to Donor an original policy or a satisfactory certificate of insurance (a) evidencing coverage for commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the aggregate (for Donee and each of Donee's Representatives performing any such Inspections); (b) evidencing coverage for statutory worker's compensation insurance coverage, and (c) if any Inspections are performed by a professional, then such professional shall carry customary errors and omissions professional liability insurance as well as commercial general liability insurance. Such insurance must include acts or omissions of Donee and Donee's Representatives and be written by an insurance company licensed to do business in the State where the Property is located and rated at least A- by the then most current A.M. Best's rating service. Donor must be named in such insurance as an additional insured by endorsement to the commercial general liability policies. This insurance must be on an occurrence basis, provide primary and non-contributory coverage to Donor, and provide that it may not be amended or canceled without ten (10) days prior written notice to Donor. Such insurance must be maintained in full force by Donee at all times during the Inspection Period. Professional liability insurance may be on a claims made basis provided that it remains in full force by the professional and has a tail policy for no less than three (3) years from date of Inspections, which obligation to carry such tail policy shall survive the Closing or termination of this Agreement.

4. TITLE.

(a) Evidence of Title. Donee has obtained from First American Title Insurance Company ("**Title Company**"), at Donee's cost, the 2024 Commitment to insure title to the Property in Donee's name through the most recent ALTA Form of Donor's Policy of Title Insurance with standard exceptions (the "**Commitment**"), along with copies of all instruments described in Schedule B of the Commitment, and showing insurable title to the Property in Donor subject to: (a) all existing covenants, easements, rights of way, restrictions and conditions of record and any matters shown which Donee does not object to pursuant to Paragraph 4(b) below (or are waived by Donee or otherwise cured by Donor), (b) building and use restrictions, zoning ordinances and regulations; (c) matters which may be ascertainable by an accurate and current ALTA/NSPS 2021 Land Title Survey of the Property; (d) the lien of taxes and assessments not yet due and payable; and (e) any liens or encumbrances created or caused by Donee (collectively the "**Permitted Exceptions**"). At Closing, Donee may obtain, at Donee's cost, a policy of title insurance issued pursuant to the Commitment, insuring the interest in the Property being acquired by Donee hereunder (the "**Title Policy**"). Donee has the right to elect to obtain such endorsements to the Title Policy as Donee may require. Donee will be responsible for the search costs, expenses and taxes associated with the Commitment, and the title insurance premiums of the Title Policy and any endorsements.

(b) Title Objections. Donee shall give written notice to Donor of any objections Donee may have to any items set forth in the Commitment that make title to the Property uninsurable at regular rates but at all times subject to the Permitted Encumbrances (the "**Title**

Defects”). Donor has and shall have no obligation to cure any Title Defects. If Donor elects not to cure any Title Defects, or is unable to have the Title Defects deleted from the Commitment or discharged within thirty (30) days after receipt of notice thereof from Donee, Donee may: (a) terminate this Agreement by delivery of written notice to Donor, delivered no later than five (5) days after expiration of the foregoing referenced thirty (30) day period, and neither Donor nor Donee shall have any further duties or obligations under this Agreement, except for the obligation to pay costs expressly allocated hereunder, and Donee’s repair and insurance obligations as set forth in Paragraph 3 above; or (b) elect to take title to the Property at Closing subject to such Title Defects, in which event any objection(s) shall be considered to have been waived by Donee and said Title Defects shall be deemed Permitted Exceptions. Should Donor cure or discharge such Title Defects as provided herein, the Closing shall be held on the Closing Date set forth in Paragraph 7 below.

5. REPRESENTATIONS AND WARRANTIES OF DONOR. Donor represents and warrants to Donee as of the Effective Date and as of the Closing Date as follows:

(a) Power and Authority. Donor has, and at the Closing Date will have, all requisite power and authority to: (a) enter into this Agreement and all other instruments and agreements contemplated hereby; and (b) convey the Property to Donee in accordance with the provisions of this Agreement, and (c) carry out and perform its obligations hereunder and pursuant to all instruments and agreements contemplated hereby.

(b) No Breach of Contract. Neither the execution, delivery, performance of or compliance with this Agreement and all other agreements contemplated hereby, nor the conveyance of Donor’s interest in the Property to Donee pursuant to this Agreement, will result in any breach or violation of, or be in conflict with or constitute a default under any mortgage, indenture, contract, agreement, lease, instrument, judgment, decree, order, award, statute, rule, regulation or restriction, or result in the acceleration of any indebtedness or other obligation of Donor or create any mortgage, pledge, lien or encumbrance on or against the Property, and there is no such provision in any such instruments which materially adversely affects or which may materially adversely affect the conveyance of Donor’s interest in the Property to Donee.

(c) Disclaimer. Except as specifically provided above or in a document delivered at Closing, Donee acknowledges and agrees that:

(i) Donor specifically disclaims any warranty, guaranty, or representation, oral or written, past, present, or future, of, as, to, or concerning: (i) the nature and condition of the Property, including, without limitation, the water, soil, and geology, and the suitability of the Property for any and all activities and uses that Donee may elect to conduct thereon; (ii) matters of title; (iii) the nature, enforceability, and extent of any right-of-way, lease, lien, encumbrance, license, reservation, condition, or otherwise relating to the Property; (iv) the compliance of the Property or the operation thereof with any laws, rules, ordinances, or regulations of any Governmental Authority or other body; (v) whether the Improvements are built in a good and workmanlike manner, or the condition of any fixtures or equipment located within or serving the Property; (vi) zoning to which the Property or any portion thereof may be subject; (vii) the availability of any utilities to the Property or any portion thereof, including, without limitation, water, sewage, gas, electric, phone, and cable; (viii) usages of adjoining Property; (ix) access to

the Property or any portion thereof; (x) the value, compliance with the plans, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights, or claims on or affecting or pertaining to the Property or any part thereof; (xi) the existence or non-existence of underground storage tanks; (xii) any other matter affecting the stability or integrity of the Property; (xiii) the potential for further development of the Property; (xiv) the existence of vested land use, zoning, or building entitlements affecting the Property; (xv) tax consequences (including, but not limited to, the amount of, use of, or provisions relating to any tax credits); (xvi) warranties (express or implied) of condition regarding the fitness of the Property for a particular purpose, merchantability, tenantability, habitability, or suitability for any intended use; (xvii) any environmental conditions that may exist on the Property, including, without limitation, the existence or non-existence of Hazardous Substances, which include, without limitation, any liability, cost, or claim, or other requirement or obligation relating to the presence, condition, removal, containment, remediation, or other matter associated with any asbestos located at or otherwise affecting the Property, and Donee releases and waives any claims or causes of action against Donor based in whole or in part on any violation of, or arising with respect to, any federal, state, or local statute, ordinance, rule, or regulation relating thereto; and (xviii) the financial earning capacity or history or expense history of the operation of the Property (the items listed in (i) through (xviii) above in this Paragraph 5(c)(i) are sometimes referred to herein as the “**Property Conditions**”). To the extent required to be operative, the disclaimers and warranties contained herein are “conspicuous” disclaimers for purposes of applicable law, rule, regulation, or order.

“**Hazardous Substances**” means any hazardous or toxic substances, materials or wastes, pollutants or contaminants defined, listed or regulated by the Environmental Laws or by any other federal, state or local law, regulation or order or by common law decision; and shall include, without limitation, asbestos, polychlorinated biphenyls, radon, urea formaldehyde, petroleum and petroleum products (including gasoline, crude oil and natural or synthetic gas), and related substances. Hazardous Substances shall also include, without limitation, above ground and underground storage tanks.

“**Environmental Laws**” means and includes any federal, state or local law, rule, ordinance, regulation or other legal requirement now or hereinafter in effect relating to land use, air, soil, surface water, groundwater (including the protection, cleanup, removal, remediation or damage thereof), human health and safety or any other environmental matter, including, without limitation, the following laws as the same may be amended from time to time: Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602, et seq.; Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; Clean Water Act, 33 U.S.C. § 1251, et seq.; Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; Refuse Act, 33 U.S.C. § 407; and Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; and Clean Air Act, 42 U.S.C. § 7401, et seq.; and any of their state law counterparts.

(ii) Subject to the terms of this Agreement, Donee agrees with Donor that Donee’s opportunity for inspection and investigation of the Property pursuant to this Agreement (and other parcels in proximity thereto) will be adequate to enable Donee to make Donee’s own determination with respect to the acquisition of the Property.

(iii) Except as specifically provided herein or in a document delivered at Closing, no representations have been made by Donor, and Donee has not relied on the information supplied by Donor in entering into, continuing the effectiveness of, or Closing under this Agreement. Without limiting the generality of the foregoing, Donee acknowledges that Donor has not made any representation or statement to Donee concerning the value of the Property or expressed any opinion to Donee regarding any income tax consequences of Donor's conveyance of the Property.

(iv) Except as specifically provided herein or in a document delivered at Closing, Donee agrees with Donor that Donee is relying solely on Donee's independent analysis and investigation of the Property. Any information, documents, or reports supplied or made available by Donor (collectively "**Donor Information**") are being delivered to Donee on an AS-IS, WHERE IS, AND WITH ALL FAULTS basis, solely as a courtesy; and Donor does not make, and Donee waives, any representation or warranty, express or implied, or arising by operation of law as to the accuracy, completeness, or any other aspect of the Donor Information.

(v) Donor is not responsible or liable to Donee or any successor or assignee of Donee, and Donee on its own behalf and on behalf of its successors and assigns, releases and covenants not to sue Donor for any Property Conditions or other conditions affecting the Property. Donee is accepting the donation of the Property AS-IS, WHERE IS, AND WITH ALL FAULTS as of the Closing Date. Donee releases Donor and its respective members, managers, officers, employees, representatives, and agents for any cost, loss, liability, damage, expense, demand, action, or cause of action arising from or related to any Property Conditions or other conditions affecting the Property, known or unknown. This release will be given full force and effect according to each of its express terms and provisions, including, without limitation, those relating to unknown claims, damages, and causes of action. This covenant releasing Donor and all Donor Affiliates is a covenant running with the Property and is binding upon Donee, its successors and assigns.

(vi) The provisions of this Paragraph 5(c) shall forever survive the Closing or any earlier termination of this Agreement.

(d) This Agreement constitutes a valid and legally binding obligation of Donor, enforceable against Donor in accordance with its terms, except as enforceability may be limited by: (a) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application now or hereafter in effect relating to or affecting the enforcement of creditors' rights generally.

6. REPRESENTATIONS AND WARRANTIES OF DONEE. Donee hereby represents and warrants to Donor as of the Effective Date and as of the Closing Date as follows:

(a) Power and Authority. Donee has all requisite power and authority to (1) enter into, carry out and perform this Agreement and all other instruments and agreements contemplated hereby, and (2) accept the donation of the Property from Donor in accordance with the provisions of this Agreement.

(b) Consents. No consent, approval or authorization of or designation, declaration or filing with, any federal, state, local or other authority, or any lenders, lessors, creditors, shareholders or others, is required on the part of Donee in connection with the valid execution and delivery of this Agreement or the acquisition of the interest in the Property by Donee.

(c) No Breach of Contract. Neither the execution, delivery, performance of or compliance with this Agreement and all other agreements contemplated hereby, nor the acquisition of the interest in the Property by Donee pursuant to this Agreement, will result in any breach or violation of, or be in conflict with or constitute a default under any mortgage, indenture, contract, agreement, lease, instrument, judgment, decree, order, award, statute, rule, regulation or restriction, or result in the acceleration of any indebtedness or other obligation of Donee or create any mortgage, pledge, lien or encumbrance on or against the Property, and there is no such provision in any such instruments which materially adversely affects or which may materially adversely affects the acquisition of an interest in the Property by Donee.

(d) This Agreement constitutes a valid and legal binding obligation of Donee, enforceable against Donee in accordance with its terms, except as enforceability may be limited by: (a) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application now or hereafter in effect relating to or affecting the enforcement of creditors' rights generally.

7. CLOSING.

(a) Closing Date. The closing (the "**Closing**") of the donation of the Property as provided in this Agreement shall take place on or before June 26, 2024, or on such other date as may be mutually agreed upon between the parties (the "**Closing Date**"), but in no event shall the Closing Date be later than July 31, 2024 (the "**Closing Deadline**"). The Closing shall take place on such date at a mutually agreeable time through an escrow established at the Title Company.

(b) Closing Deliveries. At Closing, the Parties shall execute and/or deliver, or cause to be executed and/or delivered, the following:

(i) Donor shall execute and deliver a Quitclaim Deed in the form attached hereto as **Exhibit C** covering the Property conveying to Donee fee simple title to the Property subject to the Permitted Exceptions (the "**Deed**").

(ii) Intentionally Deleted.

(iii) Donor and Donee shall execute and deliver a closing statement incorporating the adjustments and prorations as provided herein.

(iv) Donee shall deliver Municipal Lien Certificates for the Property

(v) Donor shall execute and deliver an affidavit certifying that Donor is not a foreign entity, such that Donor is not subject to tax under the Foreign Investment In Real Property Tax Act of 1980.

(vi) Donor and Donee shall execute and deliver all applicable state, county and municipal transfer (conveyance) tax documentation.

(vii) Donor shall execute and deliver a Donor's Affidavit covering the Property, on the customary form provided by Title Company, as reasonably approved by Donor.

(viii) Donor and Donee agree to execute and deliver such other documents or instruments as shall reasonably be required by the other Party, its counsel or the Title Company and are customary in connection with the purchase and sale of property in Franklin County, Massachusetts, to consummate the transaction contemplated by this Agreement and/or to cause the issuance of the Title Policy which, in all events, shall not increase such Party's liability hereunder or decrease such Party's rights hereunder, including but not limited to, a Disclosure Statement due to the Division of Capital Asset Management and Maintenance.

(ix) Donor shall deliver all keys, cards, and access codes pertaining to the Property to Donee.

(x) Donee's clerk certificate to the effect that it has all appropriate consents or resolutions of the Donee's governing body as required by its organizational documents and applicable law necessary to consummate the transactions contemplated by this Agreement.

8. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS. The following adjustments and prorations shall be made at the Closing between Donor and Donee computed to, but not including the Closing Date pursuant to the closing statement to be executed by Donor and Donee.

(a) Taxes. All prior years' real property taxes and current installments of assessments (if any) which are due and have become a lien upon the Property at the Closing Date shall be paid by Donor. All future installments of real property assessments and future years' real property taxes shall be assumed and paid by Donee. Current year real property taxes (regardless of the lien date), and installments of special assessments (if any), shall be prorated to the Closing Date in accordance with local custom and practice, on the basis of a 365-day year, with Donee being responsible for the Closing Date, provided, however, if Donor has paid real property assessments and future years' real property taxes on or beyond the Closing Date, Donee shall have no obligation to reimburse Donor.

(b) Fees, Costs, Transfer Taxes, Other Expenses. Donor shall pay the State and Town and any other transfer taxes or fees due on the transfer of title from Donor to Donee at Closing. Donee shall pay for the premium applicable to the Title Policy, and the increase in premium between a standard form policy and an extended form policy and the costs of any endorsements Donee requires to the Title Policy. Donee shall pay all recording fees in connection with the Deed. All closing fees charged by the Escrow Agent shall be paid by Donee. Each Party will pay its own attorneys' fees incurred with respect to the negotiation and consummation of the

transaction contemplated by this Agreement. Donee shall pay any costs related to its Inspections, including, without limitation, the Expanded Environmental Reports.

(c) Prorated Items. There shall be pro-rated as of the date of the Closing the current real estate taxes, water rents and sewer charges, municipal garbage and rubbish removal charges, fuel and all other revenue, income, expenses and charges with respect to the Property as are customarily adjusted in the County in which the Property is located unless otherwise provided for in this Agreement. Final readings for telephone, electric, gas, sewer, water and other utility bills with respect to the Property will be made, if possible, as of the day before the Closing, and Donor shall pay all outstanding amounts due as of that time. Donee shall be responsible from the Closing Date. Donor shall also be entitled to any applicable refunds of security deposits held by any utility company. This Paragraph 8(c) shall survive the Closing and the transfer of title.

(d) Subsequent Adjustments. If, following the Closing Date, either Donor or Donee discovers any inaccuracies or errors in the prorations or adjustments done at Closing, Donor and Donee shall take all action and pay all sums necessary so that the said prorations and adjustments shall be in accordance with the terms of this Agreement, and the obligations of either Party to pay any such amount shall survive the Closing Date. Any error with respect to the calculation of any closing adjustments may be corrected if, within ninety (90) days of the Closing, the Party claiming that such an error has occurred, sends written notice to the other Party specifying in detail the errors which have occurred and the adjustments required to correct the same (the “**Closing Correction Notice**”), together with all documentation relied on by the Party serving such Notice to support the claimed correction. If the Parties agree on such correction, the Parties shall make an appropriate correction adjustment; and appropriate payment shall be made to the Party entitled thereto by the other party within thirty (30) days thereafter. This provision shall survive the Closing and the transfer of title to the Property to the Donee.

(e) Sales Tax. Sales tax (if any) on the Personal Property a part of this transaction, if any, shall be paid by the Donee at the Closing.

9. CONDEMNATION/RISK OF LOSS.

(a) Condemnation. If, prior to the Closing Date, either Donor or Donee receive or obtain notice that any governmental authority having jurisdiction intends to commence or has commenced proceedings for the taking of any material portion of the Property by the exercise of any power of condemnation or eminent domain, or notice of any such taking is recorded among the public records of the State in which the Property is located, Donee shall have the right and option to terminate this Agreement by notifying Donor within ten (10) days following Donee’s receipt of such notice, and Donor and Donee shall have no further liability or obligation to the other hereunder, except for the obligation to pay costs expressly allocated hereunder, and Donee’s repair obligations as set forth in Paragraph 3 above. If Donee does not elect to terminate this Agreement or fails to notify Donor within the ten (10) day period, Donee shall close the transaction herein contemplated as if no such notice had been received, obtained or recorded or proceedings commenced, and in such event, any proceeds or awards made in connection with such taking shall be the sole property of Donee.

(b) Risk of Loss. Donor shall bear the risk of loss or damage to the Property from fire or other casualty until Closing. In the event of damage to or destruction of the Property by fire or other casualty prior to Closing, Donee or Donor may, at its option, within ten (10) days after notice thereof but in no event later than the Closing Date, either (a) terminate this Agreement, and Donor and Donee shall have no further liability or obligation to the other hereunder, except for the obligation to pay costs expressly allocated hereunder, and Donee's repair obligations as set forth in Paragraph 3 above; or (b) proceed with the acceptance of the donation of the Property. The foregoing to the contrary notwithstanding, if the fire or other casualty is caused by the acts or omissions of Donee or Donee's Representatives, then Donee shall have no right to elect to proceed pursuant to clause (a) above. After Closing, the risk of loss shall be and is assumed by Donee. Donor shall retain Donor's insurance at all times up until the Closing Date, and it shall be the obligation of Donee to procure Donee's own policies of insurance to be effective from and after the Closing Date.

10. DEFAULT.

(a) Donor's Failure to Perform. In the event Donor fails to perform any of its obligations hereunder, and such failure is not cured within ten (10) days after written notice of default is delivered to Donor, Donee may, at Donee's option and as its sole and exclusive remedies in such event: (a) terminate this Agreement by written notice delivered to Donor at or prior to the Closing Date, and Donor and Donee shall have no further liability or obligation to the other hereunder, except for the obligation to pay costs expressly allocated hereunder, and Donee's repair obligations as set forth in Paragraph 3 above, or (b) obtain specific performance of the terms and conditions hereof.

(b) Donee's Failure to Perform. In the event Donee fails to perform its obligations pursuant to the terms of this Agreement and such failure is not cured within ten (10) days after written notice of default is received by Donee, Donor shall be entitled to terminate this Agreement by written notice delivered to Donee at or prior to the Closing Date, and Donor and Donee shall have no further liability or obligation to the other hereunder, except for the obligation to pay costs expressly allocated hereunder, and Donee's repair obligations as set forth in Paragraph 3 above.

11. NOTICES. Any notice, demand, or other communication required to be given or to be served upon any Party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced to writing and delivered (a) in person, which such notice shall be deemed delivered upon actual delivery or refusal of delivery thereof, or (b) mailed by certified mail, postage prepaid, return receipt requested, which such notice shall be deemed received three (3) business days following deposit thereof in the U.S. Mail, or (c) overnight, via nationally recognized overnight courier with tracking capabilities, such as UPS or Federal Express, which such notice shall be deemed received on the next business day following deposit with such courier. Such notices shall be sent to the Parties' respective addresses for notices set forth as follows:

If to Donor: Farren Care Center, Inc.
2021 Albany Avenue
West Hartford, CT 06117
Attention: Eric Dana
Email Address: edana@mchct.org

With a copy to: Trinity Continuing Care Services
20555 Victor Parkway
Livonia, Michigan 48152
Attention: Mandi Murray
Email Address: murraym@trinity-health.org

With a copy to: Trinity Health – Northeast Region
114 Woodland Street
Hartford, CT 06105
Attention: Robert J. Anthony
Facsimile No. (860) 714-8127
Email Address: banthony@trinityhealthofne.org

With a copy to: Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226
Attention: Richard A. Sundquist
Facsimile No. (313) 309-6827
Email Address: rsundquist@clarkhill.com

If to Donee: Town of Montague
1 Avenue A
Turners Falls, Massachusetts 01376
Attention: Town Administrator
Facsimile No. (413) 863-3231
Email Address: townadmin@montague-ma.gov

With a copy to: KP Law. P.C.
101 Arch Street, 12th Floor
Boston, Massachusetts 02110
Attention: Katharine Lord Klein
Facsimile No. (617) 654 1735
Email Address: kklein@k-plaw.com

A copy of any Notice sent to Donor shall also be sent to its Attorney. A copy of any Notice sent to Donee shall also be sent to Donee's Attorney. Donor's Attorney may provide Notices on behalf of Donor. Donee's Attorney may provide Notices on behalf of Donee. A Party may change its address for receipt of Notices by delivery of Notice to the other Parties.

12. MISCELLANEOUS.

(a) Assignment. Donee may not assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual, entity or other person without Donor's express written consent, which consent may be granted or denied in Donor's sole and absolute discretion.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located.

(c) Successors and Assigns. This Agreement and the provisions hereof shall inure to the benefit of, and be binding upon, the successors, successors in interest and permitted assigns of the Parties hereto.

(d) Brokers. Donee and Donor each represent and warrant to the other that they have not had any direct or indirect dealings with any real estate brokers, salesmen or agents in connection with the Property or the transactions contemplated herein. Donor and Donee represent to each other that they have no other obligations or agreements with anyone relating to commissions or finder's fees for the sale or conveyance of the Property. Donor and Donee each agree, to the extent permitted by law, to indemnify and hold each other harmless from any demands, claims, payments (including attorney's fees and costs) in the event of a breach of this Paragraph. The provisions of this Paragraph shall survive the Closing or other termination of this Agreement.

(e) Entire Agreement. This Agreement, the Recitals and the Exhibits attached hereto, and all other documents and instruments delivered contemporaneous herewith (all of which are incorporated herein and made a part hereof), constitute the full and entire understanding and agreement among the Parties with respect to the transactions herein contemplated and shall supersede all prior understandings, agreements, summaries of terms or letters of intent relating thereto, all of which are hereby declared to be null and void and of no further force and effect. Any modification or amendment to this Agreement shall be effective only if in writing and executed by both Donor and Donee.

(f) Headings. The headings of the paragraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(g) Construction. This Agreement shall not be construed more strictly against one Party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Donee and Donor have contributed substantially and materially to the preparation of this Agreement.

(h) Survival and Benefit. Except as otherwise expressly provided herein, each agreement, representation or warranty made in this Agreement by or on behalf of either Party, or in any instruments delivered pursuant hereto or in connection herewith, shall not survive the Closing Date or the consummation of the transactions provided for herein. The covenants, agreements and undertakings of each of the Parties hereto are made solely for the benefit of, and may be relied on only by, the other Party hereto, their successors and permitted assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.

(i) Effective Date. All references in this Agreement to “the date hereof” or “the date of this Agreement” shall mean the Effective Date.

(j) Time of the Essence. Time is of the essence in this Agreement.

(k) Counterparts/Facsimile or Electronic Signatures. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement. This Agreement may be executed by facsimile or electronic scan of signatures which shall be deemed binding upon the Parties with an original to follow via mail.

(l) Business Days. If, under the terms of this Agreement the calculation of the time periods provided for herein, the Closing Date or any other date to be determined under this Agreement should fall on a Saturday, a Sunday, a legal holiday (Federal or of the State in which the Property is located) or other date on which banks located in State in which the Property is located are not open for business (non-business days), then such dates shall be extended to the next business day.

(m) Singular Also Mean Plural. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

(n) Recording. Neither this Agreement nor a memorandum hereof may be recorded by Donee. Breach of this provision by Donee shall constitute a default hereunder.

(o) No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the Parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

(p) Possession. Donee shall have possession and occupancy of the Property from and after the Closing.

[Remainder of page intentionally left blank.]

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date first above written.

DONOR:

FARREN CARE CENTER, INC.,
A Massachusetts nonprofit corporation

By: _____

Name: _____

Its: _____

Date of Execution: June ____, 2024

[Signatures continue on the following page.]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date first above written.

DONEE:

TOWN OF MONTAGUE,
By Its Selectboard

Richard Kuklewicz, Chair

Matthew Lord, Vice Chair

Christopher Boutwell, Clerk

Date of Execution: June ____, 2024

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Real property in Montague, County of Franklin, Commonwealth of Massachusetts, described as follows:

Those two (2) certain parcels of land shown as Lots B and C on plan entitled "Plan of Land in Montague, Massachusetts Surveyed for The Farren Memorial Hospital" dated September 11, 1989, Scale: 1" = 100' made by Alter Huntley, Jr. & Associates, Inc., recorded with the Franklin County Registry of Deeds in Plan Book 79, Page 4.

Being the same premises conveyed to the Donor herein by deed of FC, Inc., dated October 1, 1993, recorded with the Franklin County Registry or Deeds in Book 2824, Page 41.

Together with an easement for ingress and egress for pedestrian and vehicular travel in common with others as set forth in deed from Western Massachusetts Electric Company dated November 19, 1980 and recorded with said Deeds in Book 1646, Page 182.

Subject to and with the benefit or a right or way known as Farren Avenue being fifteen (15) feet wide, as shown on the above referenced plan.

330-340 Montague City Road - Parcel ID No. 12-0-044

356 Montague City Road - Parcel ID No. 12-0-44A

0 Montague City Road – Parcel ID No. 12-0-051

EXHIBIT A

EXHIBIT B
DEPICTION OF THE PROPERTY



EXHIBIT B

EXHIBIT C
QUITCLAIM DEED

Affected Premises:

330-340 Montague City Road, 356 Montague City Road and Vacant Land
Montague, Franklin County, Massachusetts

QUITCLAIM DEED

FARREN CARE CENTER, INC., a Massachusetts nonprofit corporation (“Grantor”), having its usual place of business at 340 Montague City Road, Turners Falls, Massachusetts 01376, for the consideration of One Dollar (\$1.00) paid, hereby grants to the TOWN OF MONTAGUE (“Grantee”), having its usual place of business at 1 Avenue A, Turners Falls, Massachusetts 01376, with QUITCLAIM COVENANTS, the land with the buildings and improvements thereon, subject to the permitted exceptions listed on Exhibit A attached, situated in the Town of Montague, Franklin County, Massachusetts, being all more particularly described as follows:

Lots B and C on plan entitled “Plan of Land in Montague, Massachusetts Surveyed for The Farren Memorial Hospital” dated September 11, 1989, Scale 1”= 100’, Prepared by Almer Huntley , Jr. & Associates, Inc. and recorded with Franklin County Registry of Deeds in Plan Book 79, Page 4.

Together with the benefit of an easement for ingress and egress set forth in deed from Western Massachusetts Electric Company dated November 19, 1980 and recorded in Book 1656, Page 182.

Being the same premises conveyed to the Grantor herein by Deed dated October 1, 1993 and recorded with the Franklin County Registry of Deeds in Book 2824, Page 41.

Subject to and with the benefit of a right of way known as Farren Avenue being fifteen (15) feet wide, as shown on the above referenced plan.

Grantor recites compliance with the provisions of G.L. c. 59, §72A.

No deed stamps are due pursuant to G.L. c. 64D, §1. The Town of Montague’s Acceptance of Deed is attached hereto and incorporated herein.

EXHIBIT A – PERMITTED EXCEPTIONS

13. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
14. Such facts as would be disclosed by a current Certificate of Municipal Lien.
15. The exact acreage or square footage being other than as stated in Exhibit A annexed or the plan(s) therein referred to.
16. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of the adjacent streets and ways.
17. Right of way reserved in deed of Bernard N. Farren to The Farren Memorial Hospital dated October 8, 1901 and recorded on September 26, 1902 in Book 498, Page 77.
18. Right of way reserved in deed of Bernard N. Farren to The Farren Memorial Hospital dated January 27, 1910 and recorded on March 24, 1910 in Book 542, Page 343.
19. Drainage rights stated in grant dated August 29, 1949 and recorded in Book 940, Page 216.
20. Sewer and drainage rights reserved in deed dated April 27, 1964 and recorded in Book 1170, Page 200.
21. Easements, restrictions, conditions, and reservations contained in deed of Western Massachusetts Electric Company to Farren Memorial Hospital dated November 19, 1980 and recorded on February 27, 1981 in Book 1646, Page 182.
22. Taking by the Town of Montague for easements dated August 12, 1984 and recorded in Book 1810, Page 150.
23. The matters disclosed by plan recorded in Plan Book 79, Plan 4.
24. Decision by the Montague Board of Appeals recorded in Book 2442, Page 336.

ACCEPTANCE OF DEED

On this _____ day of June, 2024, the Town of Montague, acting by through its Selectboard pursuant to the vote taken under Article 16 of the October 10, 2023 Special Town Meeting, a certified copy of which is attached hereto, hereby accepts property from Farren Care Center, Inc. for general municipal purposes.

TOWN OF MONTAGUE,
By its Selectboard

Richard Kuklewicz, Chair

Matthew Lord, Vice Chair

Christopher Boutwell, Clerk

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ____ day of June, 2024, before me, the undersigned Notary Public, personally appeared _____, member of the Montague Selectboard, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Montague.

Notary Public
My Commission Expires:

Affected Premises:

330-340 Montague City Road, 356 Montague City Road and Vacant Land
Montague, Franklin County, Massachusetts

QUITCLAIM DEED

FARREN CARE CENTER, INC., a Massachusetts nonprofit corporation (“Grantor”), having its usual place of business at 340 Montague City Road, Turners Falls, Massachusetts 01376, for the consideration of One Dollar (\$1.00) paid, hereby grants to the TOWN OF MONTAGUE (“Grantee”), having its usual place of business at 1 Avenue A, Turners Falls, Massachusetts 01376, with QUITCLAIM COVENANTS, the land with the buildings and improvements thereon, subject to the permitted exceptions listed on Exhibit A attached, situated in the Town of Montague, Franklin County, Massachusetts, being all more particularly described as follows:

Lots B and C on plan entitled “Plan of Land in Montague, Massachusetts Surveyed for The Farren Memorial Hospital” dated September 11, 1989, Scale 1”= 100’, Prepared by Almer Huntley , Jr. & Associates, Inc. and recorded with Franklin County Registry of Deeds in Plan Book 79, Page 4.

Together with the benefit of an easement for ingress and egress set forth in deed from Western Massachusetts Electric Company dated November 19, 1980 and recorded in Book 1656, Page 182.

Being the same premises conveyed to the Grantor herein by Deed dated October 1, 1993 and recorded with the Franklin County Registry of Deeds in Book 2824, Page 41.

Subject to and with the benefit of a right of way known as Farren Avenue being fifteen (15) feet wide, as shown on the above referenced plan.

Grantor recites compliance with the provisions of G.L. c. 59, §72A.

No deed stamps are due pursuant to G.L. c. 64D, §1. The Town of Montague’s Acceptance of Deed is attached hereto and incorporated herein.

EXHIBIT A – PERMITTED EXCEPTIONS

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
2. Such facts as would be disclosed by a current Certificate of Municipal Lien.
3. The exact acreage or square footage being other than as stated in Exhibit A annexed or the plan(s) therein referred to.
4. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of the adjacent streets and ways.
5. Right of way reserved in deed of Bernard N. Farren to The Farren Memorial Hospital dated October 8, 1901 and recorded on September 26, 1902 in Book 498, Page 77.
6. Right of way reserved in deed of Bernard N. Farren to The Farren Memorial Hospital dated January 27, 1910 and recorded on March 24, 1910 in Book 542, Page 343.
7. Drainage rights stated in grant dated August 29, 1949 and recorded in Book 940, Page 216.
8. Sewer and drainage rights reserved in deed dated April 27, 1964 and recorded in Book 1170, Page 200.
9. Easements, restrictions, conditions, and reservations contained in deed of Western Massachusetts Electric Company to Farren Memorial Hospital dated November 19, 1980 and recorded on February 27, 1981 in Book 1646, Page 182.
10. Taking by the Town of Montague for easements dated August 12, 1984 and recorded in Book 1810, Page 150.
11. The matters disclosed by plan recorded in Plan Book 79, Plan 4.
12. Decision by the Montague Board of Appeals recorded in Book 2442, Page 336.

ACCEPTANCE OF DEED

On this _____ day of June, 2024, the Town of Montague, acting by through its Selectboard pursuant to the vote taken under Article 16 of the October 10, 2023 Special Town Meeting, a certified copy of which is attached hereto, hereby accepts property from Farren Care Center, Inc. for general municipal purposes.

TOWN OF MONTAGUE,
By its Selectboard

Richard Kuklewicz, Chair

Matthew Lord, Vice Chair

Christopher Boutwell, Clerk

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ____ day of June, 2024, before me, the undersigned Notary Public, personally appeared _____, member of the Montague Selectboard, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Montague.

Notary Public
My Commission Expires:

StevenE - Montague Town Administrator

From: StevenE - Montague Town Administrator
Sent: Wednesday, June 12, 2024 5:30 PM
Subject: NIETC Briefing

Hi

I participated into a multi-region discussion today regarding a federal process that would lead to designation of [National Interest Electric Transmission Corridors \(NIETCs\)](#), which include a 60 mile long, one-mile wide, corridor running from Northfield, through Montague, on to New York. I plan to present this information for the board's awareness and consideration on Monday. There is an opportunity to comment with a deadline of Monday, June 24 at 5pm. There are process steps that should allow continued engagement over the course of this process.

Following are some links to review, and further below are some excerpts from them. I will include this email with links in the meeting materials.

May 8th announcement - <https://www.energy.gov/articles/biden-harris-administration-announces-initial-list-high-priority-areas-accelerated>

Designation process website - <https://www.energy.gov/gdo/national-interest-electric-transmission-corridor-designation-process>

Appendix - <https://www.energy.gov/sites/default/files/2024-05/PreliminaryListPotentialNIETCsPublicRelease.pdf>

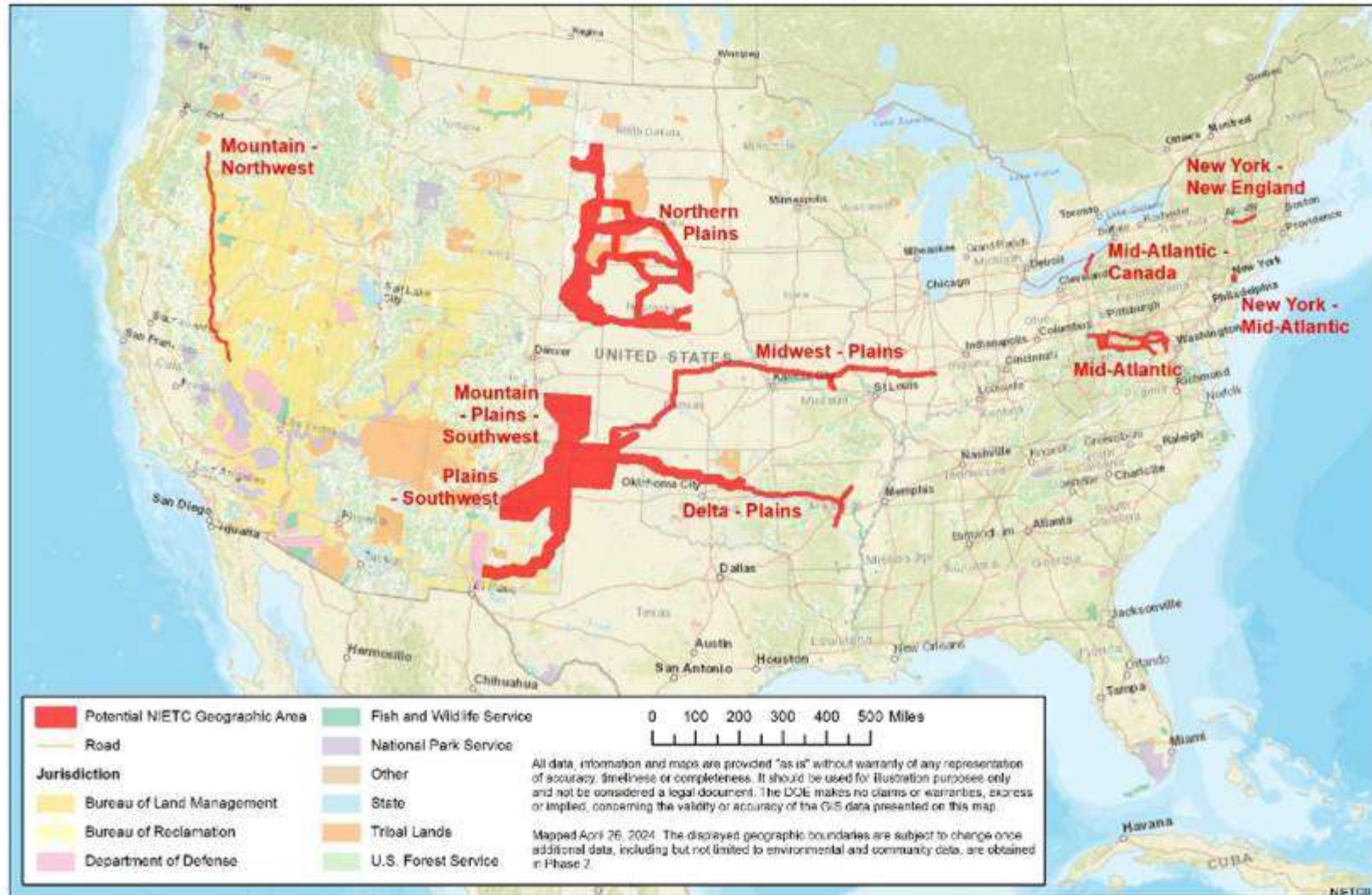
State report - <https://www.mass.gov/doc/clean-energy-transmission-working-group-final-report/download>

2023 Needs assessment study - <https://www.energy.gov/gdo/national-transmission-needs-study>

How does the NIETC Designation Process work?

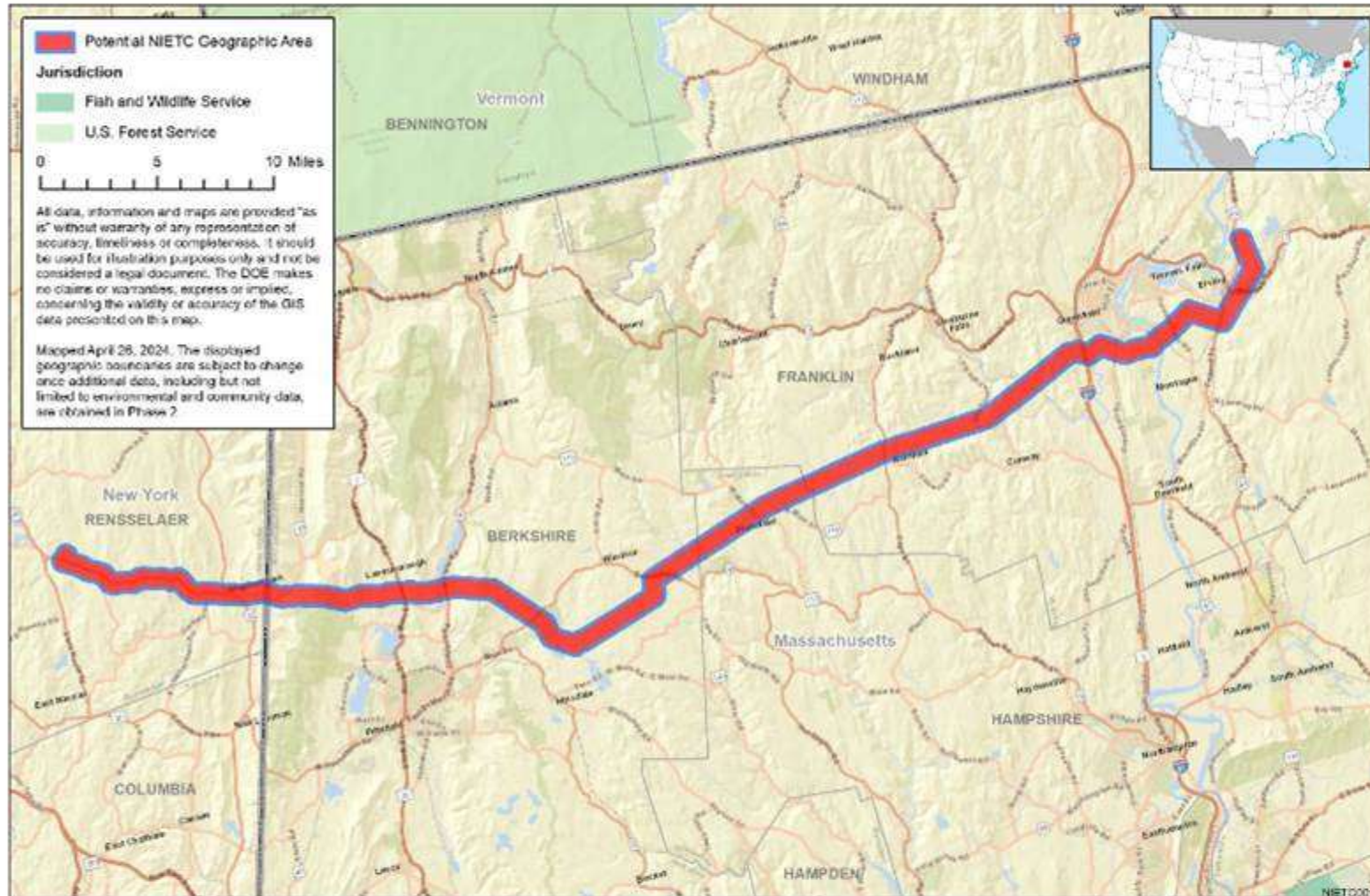
A NIETC is an area of the country where DOE has determined the lack of adequate transmission harms consumers and that the development of new transmission would advance important national interests in that area, such as increased reliability and reduced consumer costs. A NIETC designation can unlock Federal financing tools, specifically public-private partnerships through the \$2.5 billion [Transmission Facilitation Program](#) under the Bipartisan Infrastructure Law (BIL) and the \$2 billion [Transmission Facility Financing Program](#) under the Inflation Reduction Act (IRA). NIETC designation does not constitute selection of, or a preference for, a specific transmission project for financial purposes. A NIETC designation also allows the Federal Energy Regulatory Commission (FERC) to issue permits for the siting of transmission lines within the NIETC under circumstances where state siting authorities do not have authority to site the line, have not acted on an application for over one year, or have denied an application.

Potential NIETC Geographic Areas



This preliminary list includes the following potential NIETCs, each of which is described below, with an overview map illustrating the rough approximation of geographic boundaries, a brief geographical description, and a high-level explanation of DOE’s preliminary findings of transmission capacity constraints or congestion within the geographic area that adversely affects consumers:

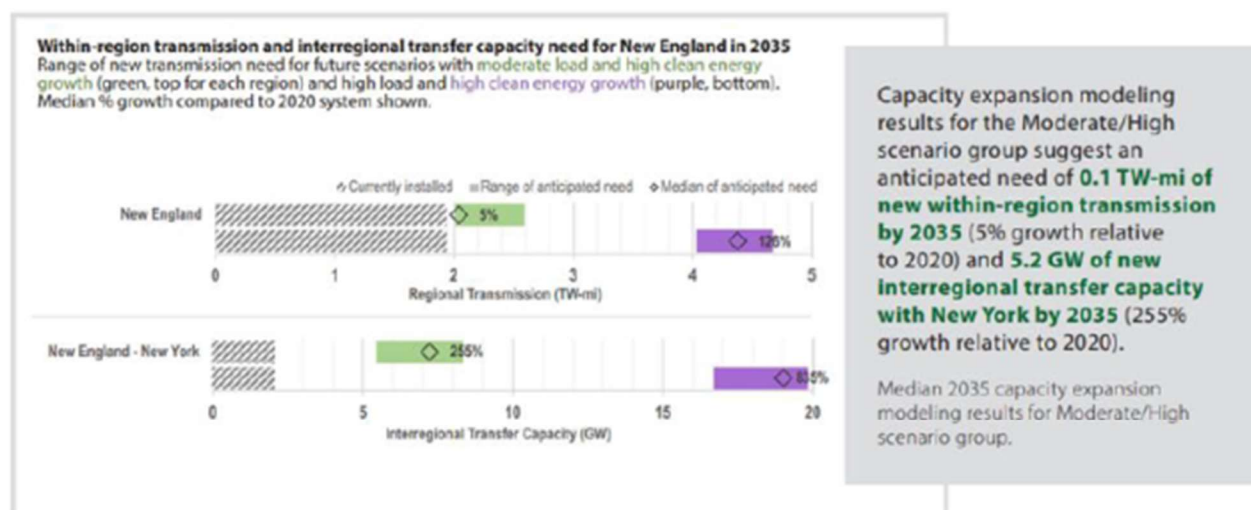
New York - New England



Geography: The New York-New England potential NIETC is an approximately 1-mile-wide, 60-mile-long east-west geographic area that includes an existing state highway transportation corridor in eastern New York and high-voltage transmission right of way in western Massachusetts where new transmission capacity may be co-located. It has the potential to facilitate interregional transmission between the New York Independent System Operator, Inc. (NYISO) and ISO New England Inc. (ISO-NE) regions.

3.1.2.3. Key findings in DOE Needs study

The Needs Study shows an urgent demand exists for additional electric transmission infrastructure in nearly all regions across the United States to enhance reliability and resilience. The Needs Study found interregional needs between New York and New England grow significantly under all examined scenarios (see image below from the Needs Study results).¹⁸ It is worth emphasizing the timing of the need, considering an interregional transmission solution could take in excess of 10 years to implement. In other words, New England should work with New York to consider upgrades in the near term to keep pace with needs.



Substantial transmission expansion is imperative by 2030 in many regions across the US, and the needed expansions occur both within systems (intraregional) and between systems (interregional). With specific mentions in the Needs Study of the future benefit of enhanced New York-to-New England transfers, the starting point to prudently act upon the goal of interregional transmission expansion is to assess the existing circuits that make up this transfer. This may provide the region and states with the ability to integrate capacity additions into the scope of planned upgrades in the region.

**U.S. Department of Energy Grid Deployment Office
Initiation of Phase 2 of National Interest Electric Transmission Corridor (NIETC)
Designation Process: Preliminary List of Potential NIETCs
Issued Pursuant to Section 216(a) of the Federal Power Act**

May 8, 2024

NIETC Designation Process Action	Date
Phase 2: Issuance of Preliminary List of Potential NIETCs; Opening of Phase 2 Information Submission Window	May 8, 2024
Phase 2: Closing of Comment Period on Preliminary List of Potential NIETCs and Phase 2 Information Submission Window	June 24, 2024
Phase 3: In-Depth NIETC Evaluation and Preparation of Draft Designation Report(s) and NEPA Draft Environmental Document(s), As Needed	Anticipated to begin Fall 2024
Phase 4: Final Designation Report(s) and NEPA Environmental Document(s), As Needed	TBD

Steven Ellis
Montague Town Administrator
1 Avenue A
Turners Falls MA 01376
(413) 863-3200 x110