

**MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, August 5, 2024**

**AGENDA**

**Join Zoom Meeting: <https://us02web.zoom.us/j/84282743715>**

**Meeting ID: 842 8274 3715    Passcode: 121010    Dial into meeting: +1 646 558 8656**

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:30PM      Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30            Approve Selectboard Minutes: July 22, 2024
3. 6:32            Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:35            **Kathern “Beanie” Pierce, Town Clerk**
  - Discussion regarding changing Annual Town Meeting day from Saturday to a weeknight
  - Execute Warrant for September 3, 2024 State Primary
5. 6:40            **Chelsey Little, Clean Water Superintendent**
  - FY25 Sewer Rate Hearing (continued from 7/22/2024)
6. 7:00            **Suzanne LoManto, RiverCulture**
  - Use of Peskeompskut Park on Saturday, September 14, 2024 for a music event co-sponsored by RiverCulture. Rain Date is Sunday, September 15, 2024, 11:00am (setup) to 7:00pm.
  - Use of Public Property and street closure for the Northeast Unity Car show, Sunday September 22, 2024 co-sponsored by RiverCulture, 10:00am to 4:00pm
7. 7:05            **Ann Cenzano, First Congregational Church of Montague**
  - Use of Montague Center Town Common Church Grounds for Fall Festival, October 12, 2024 10:00am to 2:00pm. Set up @ 9:00am and Clean Up @ 3:00pm
8. 7:10            **Personnel Board**
  - Execute employment agreement with Angelica Desroches, Town Accountant, Starting a Grade G Step 10 (\$82,394), plus \$4,040 Retirement Board annual stipend. Agreement effective August 19, 2024- June 30, 2027.
  - Cell Phone Stipend, Samuel Urkiel, Highway Superintendent, \$5.77/week

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9. 7:20

**Maureen Pollock, Town Planner**

- Request ARPA Expenditure for \$20,200.00 to assist the Town in identifying projects that could be considered for MassDOT's Complete Streets Tier III or other funding such as Safe Routes to School, and will develop sketches for two (2) projects for a Tier III submission.
- Authorize Contract of Services with VHB for the Montague Village Center Complete Streets Design Project. Contract value is \$20,200.00 to be funded from an existing ARPA appropriation.

10. 7:30

**Assistant Town Administrators Business**

- Discuss remaining ARPA Funds, status of ARPA-funded projects
- Authorize Change Order 02 with Clayton Davenport Trucking for Closeout of Montague City Road Roadway Flooding Project (\$11,160.88)
- Consider License Agreement with Clayton Davenport Trucking for staging area on portion of 330-340 Montague City Road Lawn
- Town Hall Decarbonization Study – Authorization to apply for Energy Efficiency Conservation Block Grant – Municipal Sub Grant
- Other Project Updates

11. 7:45

**Town Administrators Business**

- Adopt Amended Host Community Agreement with Flower Power Growers Inc. to address non-compliant terms identified by the Cannabis Control Commission
- Execute Strathmore Demolition Design Agreement with Tighe and Bond for \$197,700. To be funded by Site Readiness Grant and State Earmark.
- Authorize the 2<sup>nd</sup> payment to Clayton Davenport Trucking for the Hillcrest Neighborhood Playground Project \$104,144.00
- Announce FF24 CDBG Grant Award \$938,328
- Topics not anticipated in the 48 hour posting

**Next Meeting:**

- Selectboard, Monday, August19, 2024 at 6:30 PM, via ZOOM

# Representative Town Meeting

What Day of the Week is Annual Town Meeting Held?

Wednesday, July 17, 2024

Community	Day of the Week	Population	#of TMM
Arlington	Monday & Wednesday	42,844	252
Saugus	Monday	28,385	50
Falmouth	Monday	31,531	243
Dedham	Monday	25,334	273
Shrewsbury	Monday	37,973	240
Winchester	Monday & Thursday	21,374	64
Swampscott	Monday	15,227	324
Billerica	Tuesday & Thursday	43,784	240
Brookline	Tuesday	62,698	255
Chelmsford	Monday & Thursday	35,313	165
Wellesley	Monday & Tuesday	29,862	240
Danvers	Monday	27,400	149
Belmont	Monday & Wednesday	26,123	288
Auburn	Tuesday	16,188	120
Holbrook	Tuesday	11,048	240
Lexington	Monday & Wednesday	33,792	189
South Hadley	Wednesday	17,806	120
Ashburnham	Tuesday	6,346	
Needham	Monday & Wednesday	31,248	264
Milton	Monday	27,003	279
Winthrop	NO ANNUAL MEETINGS	18,510	
Cummington	Friday	878	
Burlington	Monday & Wednesday	24,498	126
Plymouth	Saturday	60,803	162
Fairhaven	Saturday	16,094	144

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2024 STATE PRIMARY

SS.

To the Constables of the City/Town of Montague

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

Precinct No. 1, the Montague Center Precinct, the Montague Center Fire Station, 28 Old Sunderland Road, Montague Center; Precinct No. 2, the Millers Falls Precinct, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 3, the upper hill section of Turners Falls, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 4, the second level of Turners Falls, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 5, downtown section of Turners Falls, The Senior Center, 62 Fifth Street, Turners Falls; Precinct No. 6, the South End and Montague City Precinct, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls

on TUESDAY, THE THIRD DAY OF SEPTEMBER, 2024, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

- SENATOR IN CONGRESS. . . . . FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS. . . . . SECOND DISTRICT
COUNCILLOR. . . . . EIGHTH DISTRICT
SENATOR IN GENERAL COURT . . . . . HAMPSHIRE, FRANKLIN & WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT . . . . . FIRST FRANKLIN DISTRICT
CLERK OF COURTS . . . . . FRANKLIN COUNTY
REGISTER OF DEEDS . . . . . FRANKLIN DISTRICT

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this \_\_\_\_ day of \_\_\_\_\_, 2024.

Richard J. Kuklewicz, Chair \_\_\_\_\_

Christopher M. Boutwell \_\_\_\_\_

Matthew R. Lord \_\_\_\_\_

Selectboard of Montague

Franklin, ss Montague, MA, August \_\_\_\_\_, 2024

Pursuant to the within warrant, I have warned the inhabitants of the Town of Montague, by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least seven days

\_\_\_\_\_, 2024.
Constable (month and day)





# Board of Selectmen Town of Montague

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

### Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Suzanne Lomanto

Name of business/group sponsoring proposed event if applicable: RiverCulture  
T.O.M.

If applicable, number of years your organization has been running this event in Montague? \_\_\_\_\_

Address 1 Avenue A Turners Falls

Contact phone 413-863-3200 Contact email riverculture@montague-ma.gov

FD \_\_\_\_\_  
Dates of proposed event 9/14/24 Location: Peskeompskut

Hours Noon - 7pm Set Up: 11am Clean Up: 7pm Park

Approximate number of people expected to attend 80

What provisions will be made regarding clean up of site? trash and

Will the proposed event be: Recycling will be removed.

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other \_\_\_\_\_

Raindate 9/15/24

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

Up to ten bands organized by local resident Josh Burkett

Fully & specifically describe the premises upon which the proposed event is to take place.

Bandshell

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services \_\_\_\_\_

N/A

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

N/A

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

N/A

What provisions will be made regarding first aid and emergency medical care?

Kit inside the electrical Box


Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? NO

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

N/A

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant 

Date 7/29/24

License fees:

Monday – Saturday = \$25.00 per day  
Sunday = \$50.00

BOARD OF SELECTMEN – Approval

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

POLICE CHIEF - Approval / Comments



Discuss Detail Officer

Date: 7-29-24

BOARD OF HEALTH – Approval / Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_



# Board of Selectmen Town of Montague

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

### REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Suzanne LoManto  
 Address of applicant: 1 Avenue A Turners Falls  
 Phone # of applicant: 413 - ~~863~~ 863-3200  
 Name of organization: River Culture  
 Name of legally responsible person: Town of Montague  
 Location of assembly: 4 First Street (+) T.O.M. Parking Lots.  
 Date of assembly: 9/22/24  
 Time of assembly: Begin: 10 am End: 4 pm  
 Number of expected participants: 400  
 If a procession/parade:  
Route: See attached.  
 Number of people expected to participate: 300  
 Number of vehicles expected to participate: 300  
 Subject of demonstration: car show

**Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.**

\*\*\*\*\*

Signatures:

Police Chief: [Signature] Date: 7-29-24  
 Comments/Conditions: one detail officer 9-5.

Board of Selectmen, Chairman: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

## **Turners Falls Car Show**

SUNDAY, SEPTEMBER 22, 2024

Sponsored by

Nik Kramarczyk: mygolfisslow@comcast.net

Rachel Levey: Rachellevey@gmail.com

Co-Sponsored by RiverCulture

Hello Select Board,

Montague residents Nik Kramarczyk and Rachel Levey are vintage car restorers and active on the regional car show scene. We are seeking permission to close First Street for a 300+ vintage car show. Last year went off without a hitch. The event attracted hundreds of visitors and there were no complaints or complications. This free event would be 10am-4pm and also feature several food trucks on Nova Motorcycles property.

Attached is a map. Porta Potties will be positioned on Town property.

### **THROUGH- TRAFFIC ROAD CLOSURE**

First Street would be closed to through traffic from Avenue A to the Unity Park Hill. Unity Park and the far parking lots would still be accessible from Second Street.

### **HOW IT WORKS**

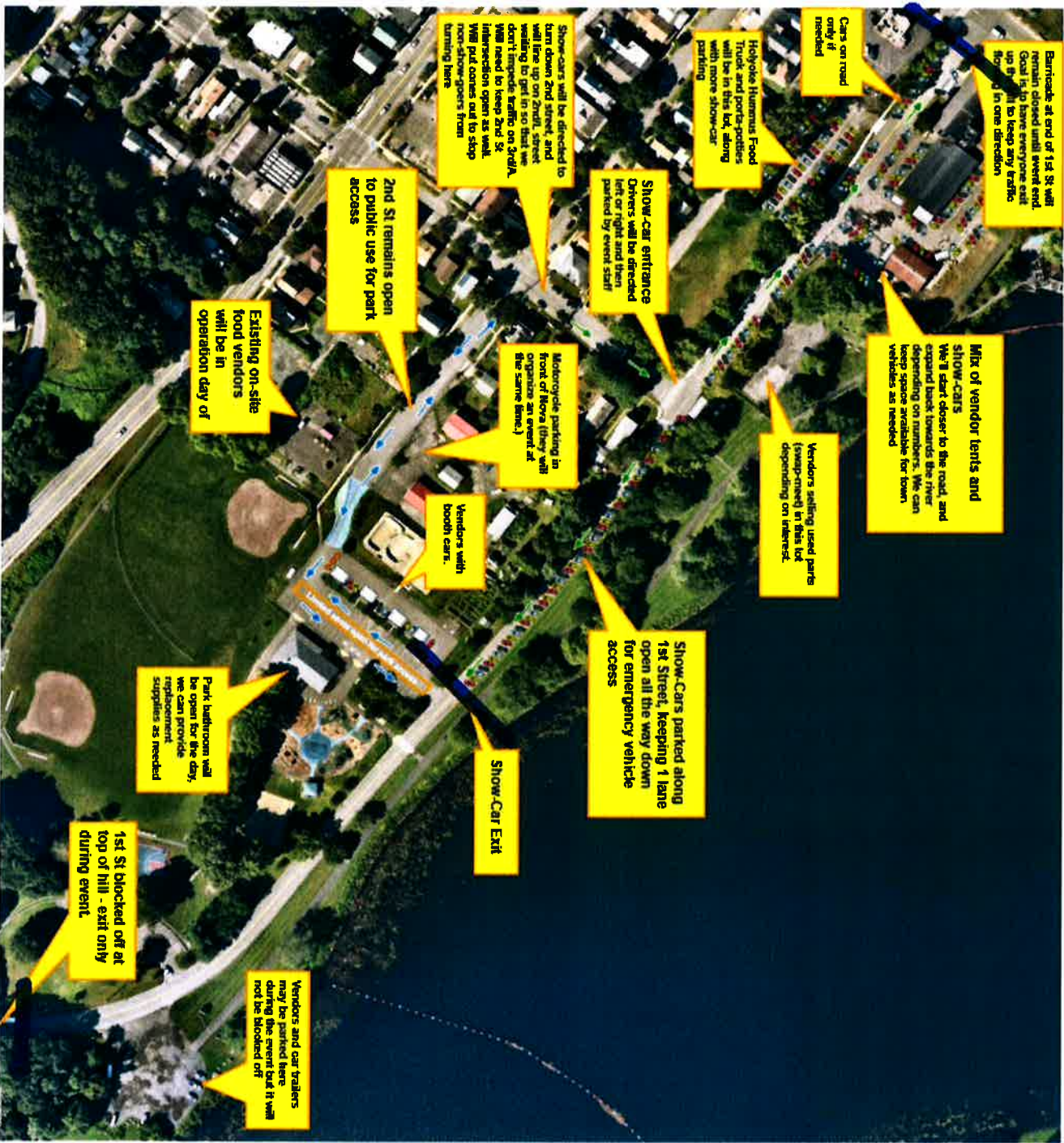
Participating cars would enter from L Street and be instructed where to park upon check-in. Cars will park only on one side of First Street to make room for emergency vehicles. The show would also utilize municipal parking lots around Town Hall.

RiverCulture would be responsible for coordination with the Town, insurance and road closures. The planning team would be responsible for registration, communication with the car owners, and event parking.

Thank you,

Suzanne LoManto  
with Nik and Rachel





## Northeast Unity Autoshow Sunday September 22, 2024

### Layout goals:

- Create a cohesive space for the show, where attendees are encouraged to wander and not just stay in one location

- Ensure safe access for emergency vehicles if the need arises

- Avoid traffic issues downtown by directing attendees to access the "show grounds" via side streets

- Minimize entrance/exit points to simplify duties of event staff

### Requests:

- Park bathrooms open day of, and if there is still a porta-potty at the park that it be emptied prior. Last year was a surprise biohazard

- Town vehicles be parked on the river side of town hall, so they are out of the way.

- No parking signs on town lot and gravel lot night before.

### Event Timing:

- Street closed by 8am at the latest
- Vendors will be arriving between 8-9 to start setting up
- 10am show car entrance opens
- Event finishes around 3-4pm



*Board of Selectmen*  
**Town of Montague**

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Turners Falls, MA 01376 FAX: (413) 863-3231

**Event Application for use of  
PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON**

Name of applicant Ann Cenzano

Name of business/group sponsoring proposed event if applicable: First Congregational Church of Montague

If applicable, number of years your organization has been running this event in Montague? 5

Address 4 North Street Montague

Contact phone 413-863-2398 Contact email ann\_cenzano@comcast.net

FID 046 042 154

Dates of proposed event October 12, 24 Location: Church Grounds Montague Center Common

Hours 10-2 Set Up: 9 am Clean Up: 3 pm

Approximate number of people expected to attend 75

What provisions will be made regarding clean up of site? Church members will ensure Common is cleared of trash

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other Craft Vendors

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

Fair Festival - mainly held on Church Grounds  
Common will be used for vendors to set up

Fully & specifically describe the premises upon which the proposed event is to take place.

East Side of Common

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services \_\_\_\_\_

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

The street will be closed between Common + Church.

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

Road closure will allow folks to safely cross between Common + Church.

What provisions will be made regarding first aid and emergency medical care?

MCFD EMTs will be notified of this event

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? No

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

I attest that to my knowledge the information provided in this application is accurate and not misleading.



Signature of applicant \_\_\_\_\_

Date \_\_\_\_\_

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

POLICE CHIEF - Approval / Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 

Date: 7-24-24

BOARD OF HEALTH – Approval / Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 

Date: 7-30-24



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	<b>CONTACT NAME:</b> Church Mutual Insurance Company, S.I.	
	<b>PHONE (A/C, No, Ext):</b> 1-800-554-2642	<b>FAX (A/C, No):</b> 855-264-2329
<b>E-MAIL ADDRESS:</b> customerservice@churchmutual.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Church Mutual Insurance Company, S.I.		18767
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>INSURED</b> FIRST CONGREGATIONAL CHURCH 4 NORTH ST MONTAGUE MA 01351-8931	<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N		0310924 21-629174	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Town of Montague 1 Avenue A Turner Falls MA 01376	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**AGREEMENT BETWEEN  
TOWN OF MONTAGUE  
and  
ANGELICA DESROCHES**

**This Agreement**, entered into this 5<sup>th</sup> day of August 2024, by and between the TOWN OF MONTAGUE, Massachusetts, a municipal corporation, having a usual place of business at Town Hall, One Avenue A, Turners Falls, Massachusetts, party of the first, hereinafter referred to as Town, acting through its Selectboard, hereinafter referred to as Board, and ANGELICA DESROCHES, party of the second part, hereinafter referred to as Employee, WITNESSETH:

WHEREAS, the Town desires to engage the services of Employee to hold the position of Town Accountant of the Town of Montague.

WHEREAS, Employee is willing to undertake and perform the duties of said position of Town Accountant.

NOW THEREFORE, in consideration of the mutual agreement hereinafter set forth, the parties hereto agree as follows;

**1. Duties**

- A. The Town agrees to employ Employee as Town Accountant to perform the functions and duties specified in the Job Description attached hereto and marked Exhibit "A" and to perform other legally permissible and proper duties and functions as the Selectboard or Town Administrator may from time-to-time assign.

**2. Term**

- A. The terms of this agreement shall remain in effect August 19, 2024 through June 30, 2027
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time subject only to the provisions set forth in Section 6 of this Agreement.

**3. Salary**

- A. The Town agrees to pay the employee for her services a base salary in accordance with Grade G, Step 10 of the Town's Compensation Schedule (\$82,394 in FY2025). Employee shall also be entitled to annual step increases at the beginning of each subsequent fiscal year during the contract, if available. She shall also receive a cost of living adjustment, or other additional compensation, which may be granted by the Selectboard to other non-union personnel during each of the contract years.

- B. The Town Accountant shall also receive an annual stipend of \$4,020 for serving on the Montague Retirement Board.
- C. If the Grade level or scale associated with this position is amended during the term of this agreement and a new wage and classification plan through Town Meeting vote, the basis for the Employee's base compensation rate will be amended to reflect the new scale. Following any such change, the contract will be re-opened to consider the Employee's placement (step level) on the existing or new scale.
- D. Employee shall be considered an exempt employee for purposes of the federal Fair Labor Standards Act ("FLSA")

#### **4. Vacation, Sick Leave and Personal Leave**

- A. Employee shall be entitled to three (3) weeks' vacation with pay during each of the twelve (12) month periods of employment, to be disbursed in equal portions upon the 1<sup>st</sup>, 4<sup>th</sup>-and 8<sup>th</sup>-month anniversary hire date, and at the start of each new year of service to the Town thereafter. Such vacation shall be taken at such time, or times, approved by the Town Administrator. Up to one (1) weeks of vacation may accumulate from year to year if not all taken in one 12-month period of employment, due to work schedule. The Selectboard, at its sole discretion, may authorize the Town Accountant to carry forward an additional week of vacation. Unused vacation may be exchanged for cash compensation upon the conclusion of Employee's employment.
- B. Employee shall be entitled to health and life insurance, and sick leave benefits as provided to other non-affiliated employees of the Town, including a sick leave buyback of up to twenty five percent (25%) of an employee's unused sick leave upon an approved retirement under the town's retirement plan. The amount of the buy back shall not exceed Thirty Five Hundred Dollars (\$3,500.00).
- C. Employee shall be entitled to holiday and personal leave benefits as provided to other non-affiliated management employees of the Town.

#### **5. Other Benefits**

- A. Employee shall also be entitled to any bereavement, insurance, deferred compensation, or any other benefits generally available to full-time Town personnel under the same terms unless specifically limited under the terms of this agreement.

#### **6. Discipline and Termination**

- A. The Selectboard may discipline or discharge Employee for cause during the term of this Agreement.

- B. Employee shall serve an initial Probationary Period of one (1) year, during which time Employee may be removed by the Selectboard, with or without cause.
- C. In the event Employee voluntarily resigns the position with the Town before expiration of the aforesaid term of their employment, then Employee shall give the Board thirty (30) days written notice in advance, unless the parties otherwise agree. In the event of a voluntary resignation of Employee, such benefits as are enumerated in Section 4, shall not apply.
- D. Termination for cause or resignation shall render this Agreement void for the remainder of its term.

## **7. Performance and Evaluation**

- A. The Town Administrator shall normally review and evaluate Employee's performance annually and shall maintain consistency with the performance evaluation schedule implemented for all other employees. All performance reviews shall be in accordance with specific criteria developed jointly by the Town Administrator and Employee. The Town Administrator shall provide the Employee and Selectboard with a summary written statement of the finding. The Town Administrator shall provide an adequate opportunity for Employee to discuss their valuation with the Town Administrator before the review is made part of Employee's personnel records.

## **8. Hours of Work**

- A. Employee's work week shall ordinarily consist of thirty five (35) hours, beginning on Mondays and ending on Thursdays, including the hours required by mandatory attendance at Finance Committee Meetings. The Town Accountant shall be expected to be present for work during the Town's regular business hours and further agree to devote that amount of time and energy which is necessary to faithfully perform the duties of the office. Minor modifications to the employee's typical work hours are allowed subject to approval by the Town Administrator.
- B. Attendance at Annual and Special Town Meetings is required.
- C. It is recognized that the Town Accountant must devote some time outside the normal office hours to business of the Town, and to that end, the Town Accountant shall be allowed to take flex time off within the policy guidelines to be established by the Board, and when workload permits. Employee may use compensatory time to make reasonable adjustments to her work schedule at her discretion during said normal office hours at such time which will not adversely affect Town operations. The current guidelines provide for accumulation of comp time up to a maximum of 75 hours. Unused hours are not eligible for buy-back at the end of employment.

## **9. Automobile**

- A. If it should be necessary at any time for Employee to use their personal automobile for travel in connection with the performance of official duties, Employee shall be reimbursed at the IRS approved rate provided by the Town to its other employees.

#### **10. Dues and Subscriptions**

- A. The Town agrees to budget and pay for professional dues and subscriptions of the Employee necessary for the continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for Employee's continued professional participation, growth and development, and for the good of the Town. These costs are to be included as part of the Accounting Department budget, and shall be no less than five hundred dollars per year.

#### **11. Professional Development**

- A. The Selectboard recognizes its obligations to encourage the professional development of the Employee and agrees that the Employee shall be given adequate opportunity to develop their skills and abilities as a professional in Town government.
- B. Employee shall maintain credentials as an MMAAA Certified Governmental Accountant. The Town will provide the resources to maintain that credential.

#### **12. Other Employment**

- C. The Employee is permitted to work under the part-time employ of an another municipality or organization provided that the work does not overlap with the Town's regular business hours or otherwise interfere with the duties of the office.

#### **13. Other Terms and Conditions of Employment**

- A. The Board, in consultation with Employee, shall fix any terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town By-laws or any other law.

#### **14. General Provisions**

- A. The text herein shall constitute the entire Agreement between the parties. If any provision or portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- B. This Agreement may be amended at any time by mutual consent of the parties except as otherwise provided herein. No changes to express terms of this Agreement shall be enforceable unless reduced to writing and mutually executed.

- C. If the employee is at any time absent without leave from their duties for a period of seventy-two (72) hours or more, Employee may be deemed to have voluntarily resigned. Said determination to be made at the option of the Board.
- D. This Agreement shall be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement to be executed in its corporate name by the Selectboard and ANGELICA DESROCHES has set their hand and seal, as of the day and year first written above.

SELECTBOARD

TOWN ACCOUNTANT

\_\_\_\_\_  
Richard J. Kuklewicz, Chair

  
\_\_\_\_\_  
Angelica Desroches

\_\_\_\_\_  
Matthew Lord, Vice Chair

\_\_\_\_\_  
Christopher M. Boutwell, Sr., Clerk

## Exhibit A- Employment Description

### **ACCOUNTING TOWN ACCOUNTANT**

#### **DEFINITION**

Position is responsible for the maintenance and monitoring of the Town's financial records and ensuring proper accounting and expenditure procedures are followed in accordance with the provision of Massachusetts General Laws.

#### **ESSENTIAL FUNCTIONS**

*The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

- Develops and implements the town's accounting system and procedures including cash books, general ledger, general journal, and subsidiary ledgers in accordance with applicable regulations. Works with officials to certify free cash, set the tax rate, and prepare the financial components of the Tax Recapitulation.
- Coordinates with the Town Administrator and Finance Committee in the development and amendment of the Annual Budget and related article requests to be brought to Town Meeting.
- Verifies accuracy of the town's accounting records/general accounting; reviews vendor and payroll warrants for accuracy, appropriateness of account charged, adherence to procurement regulations and availability of funds; posts cash receipts from Treasurer's cash book to general ledger; makes necessary journal entries; prepares monthly, quarterly, and annual reports.
- Promptly and accurately pays employees and vendors. Prepares quarterly wage and tax reports. Prepares and submits 1099s and W-2s annually.
- Develops and manages the annual operating budget for the department and provides support to other Department Heads in the formulation and management of their departmental budgets.
- Attends department head, required town meetings and subject specific board or committee meetings in-person or through remote meetings.
- Assists in the development and monitoring of the town's annual operating and capital budget, responsible for budget forecast and revenue estimation.
- Supports collective bargaining through economic analysis of proposals and review of contract language that may impact payroll and other systems.
- Works closely with the Finance Committee in the development of the annual operating budget; provides reports and information; makes recommendations. Provides support



to the Finance Committee, including research, budget preparation, and taking minutes. Attends town meeting as a resource and support staff.

- As a member of the Retirement Board, approves payments to retirees and vendors, maintains current knowledge of rules, regulations, and legal issues; votes to approve or disapprove disability retirements, including accidental disability retirements; supervises Retirement Administrator.
- Performs other related job duties as required.

### **SUPERVISION RECEIVED**

Under administrative direction, the employee works from policies, goals, and objectives; establishes short-range plans and objectives and departmental performance standards and assumes direct accountability for department results; consults with the supervisor only where clarification, interpretation, or exception to policy may be required or as requested by the supervisor. The employee exercises control in the development of departmental policies, goals, objectives, and budgets and is expected to resolve all conflicts that arise and coordinate with others as necessary.

### **SUPERVISION EXERCISED**

The employee, as a regular and continuing part of the job, is accountable for the quality and quantity of work done by staff and assures the accomplishment of the assigned work in the prescribed manner. The employee gives advice and instruction on both administrative and work matters; informs subordinates of organizational policies, goals, and procedures; resolves employee complaints and effects disciplinary actions, such as oral warnings and reprimands; and has substantial responsibility for technical soundness of subordinates' work.

### **JUDGMENT AND COMPLEXITY**

Guidelines only provide limited guidance for performing the work, which may be in the form of administrative or organizational policies, general principles, regulations, legislation, or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new, or adapt existing, methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies. The employee is recognized as the authority in interpreting the guidelines and in determining how they should be applied.

### **NATURE AND PURPOSE OF CONTACTS**

Relationships are constant with co-workers, departments, the Retirement Board, the public, and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view, or differences where skillful negotiating and achieving compromise is required to secure support, concurrence and acceptance, or compliance. The employee may represent to the public a functional area of the organization on matters of procedures or policy where perceptiveness is required to analyze circumstances in order to act appropriately.

### **CONFIDENTIALITY**

Employee has regular access at the departmental level to a wide variety of confidential information, including personnel records, collective bargaining negotiations, medical records, AD Accountant Employment Agreement August 5, 2024

lawsuits, and client records.

### **EDUCATION AND EXPERIENCE**

Bachelor's degree in accounting, business administration, finance, or related field, and three to five years of experience with accounting systems in municipal or other government accounting agencies; or any equivalent combination of education, training, certification, and experience. The employee should become certified by the MMAAA as a Certified Governmental Accountant.

### **KNOWLEDGE, ABILITY, AND SKILLS**

Knowledge: Knowledge of relevant Massachusetts General Laws and regulations related to essential functions, knowledge of municipal accounting practices and standards, knowledge of accounting software. Knowledge of principles of municipal budgeting and revenue estimation.

Abilities: Ability to multi-task and manage conflict. Ability to communicate effectively both orally and in writing. Ability to maintain effective collaborative working relationships with Town departments, department heads, fellow employees, officials, and the general public, and to respond in a courteous and professional manner. Ability to meet deadlines. Ability to work independently. Ability to maintain accurate, detailed records. Ability to continuously adapt to and use new office technology and programs common to the industry.

Skills: Strong communication skills, problem-solving skills, and customer-service skills. Proficient computer skills, mathematical skills, recordkeeping, and clerical skills. Finance, accounting, and business administration skills.

### **WORK ENVIRONMENT**

The majority of work is performed in an office setting.

### **PHYSICAL, MOTOR, AND VISUAL SKILLS**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

#### **Physical Skills**

Minimal physical demands are required to perform most of the work. The work principally involves sitting, with intermittent periods of stooping, walking, and standing. May be required to lift objects such as files, boxes of papers, office supplies, and office equipment weighing up to 30 pounds.

#### **Motor Skills**

Duties require motor skills for activities such as moving objects and using office equipment, including but not limited to telephones, personal computers, handheld technology, and other office equipment.

**Visual Skills**

Visual demands require routinely reading documents for general understanding and analytical purposes. Frequent computer use.



### CELL PHONE STIPEND AUTHORIZATION REQUEST

Application Date: <u>July 31, 2024</u>	
Employee Name: <u>Samuel Urbiel</u>	Department: <u>DPW</u>
Please estimate work time percentage spent "out of office" weekly/monthly. <u>25</u> % (weekly) <u>25</u> % (monthly)	
Prioritize those situations which are critical to your being reached while out of the office. It will be expected that cell phones are <u>on</u> while away from your office. <u>Field + Site visits, Emergencies + After hours call outs.</u>	
Do you currently use a cell phone for work purposes? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If yes, estimate how many minutes per month? <u>500</u>	
<i>Reserved for use by Board of Selectmen:</i>	
Approved by Selectmen: <input type="checkbox"/>	Effective Date: _____
Disapproved by Selectmen: <input type="checkbox"/>	Voted: _____



Engineers | Scientists | Planners | Designers  
120 Front Street, Suite 500, Worcester, Massachusetts 01608  
P 508.752.1001 F 508.459.0877 www.vhb.com

# Client Authorization

New Contract Date: July 29, 2024  
 Amendment No. Project No. 83298.24  
Project Name: Town of Montague – Complete Streets Projects

		Cost Estimate	
		Amendment	Contract Total
To: Maureen Pollock Town Planner Town of Montague 1 Avenue A Turners Falls, MA 01376	Labor & Expenses		\$20,200.00
	TOTAL		\$20,200.00

Email: [mpolluck@montague-ma.gov](mailto:mpolluck@montague-ma.gov)  
 Lump Sum  Time & Expenses  
 Cost + Fixed Fee  Labor Multiplier

Phone No: (413) 863-3200 Estimated Date of Completion: 2-3 Months

At the request of the Town of Montague (the "Town"), VHB is providing this proposal for professional engineering services to assist in reviewing the Town's Complete Streets Projects. The efforts outlined below will update construction cost estimates in the Town's MassDOT approved Complete Streets Prioritization Plan (dated 9/19/2018) and removing approved projects from 2019 (3/1/2019) and 2021 (1/1/2021), will assist the Town in identifying projects that could be considered for MassDOT's Complete Streets Tier III or other funding such as Safe Routes to School, and will develop sketches for two (2) projects for a Tier III submission.

### PROJECT ASSUMPTIONS

The following provides a summary of VHB's assumptions for this assignment.

- The documents will be prepared following a virtual kick-off meeting with the Town and limited field observations. Survey will not be collected, and this assignment will be performed utilizing desktop resources such as information from MassGIS or other VHB or Town in-house resources. VHB will rely on the accuracy of information prepared by others for the Complete Streets Prioritization Plan prepared by others in 2018.
- This work will focus on projects in the Town's approved Complete Streets Prioritization only. If new projects need to be added, or projects need to be sub-divided, VHB will determine with the Town the best way to approach this as MassDOT may need to re-review the Tier II Prioritization Plan.
- Right-of-way investigations will be limited to layout information available from MassGIS.
- VHB will prepare materials in a manner that advance a project closer to construction through a Tier III Complete Streets Grant application to MassDOT. Survey in the future could be required to complete the design or the construction cost estimate. Survey is not included in this agreement.
- Products will be provided to the Town in a digital format (CAD, Word, Excel, etc.).

### **TASK 1 – DESKTOP REVIEW AND DEFINE PROJECT AREAS**

- Review and update construction costs provided in the 2018 Complete Streets Project Prioritization plan. Use yearly inflation rate and other in-house information to provide ballpark 2024 construction costs.
- Perform a high-level review of the Complete Streets Project Prioritization Plan from 2018 and determine the combination of projects that will be pursued for MassDOT's Complete Streets Tier III based on focus areas below using updated construction costs. This high-level review will consider completed work to date and costs per linear foot will be used to back out work that has been completed date. The two projects that the Town has identified to advance to a Tier III submission as part of this is Agreement is as follows:
  1. Montague Center Town Common - Traffic Calming and Pedestrian Circulation
  2. The Book Mill Area -Traffic Calming and Pedestrian Circulation
- Schedule one (1) virtual meeting with the Town to review findings. This will kick-off the project and specifically the two (2) agreed upon general projects that will be advanced through the MassDOT Complete Streets Tier III process. See Task 2 below.

### **TASK 2 – PROJECT IMPROVEMENT SKETCHES AND COST ESTIMATES**

- Conduct a field walk and make observations of the 2 (two) locations noted above. Meet with Town Officials in field if desired.
- Development of 2 (two) project improvement sketches in a two-dimension or plan view for use in pursuing funding through the Tier III MassDOT Complete Streets Program. One sketch will be prepared for each of the two alternatives.
- Project sketches will be prepared on aerial photography with the appropriate level of detail to depict the improvements being proposed. Details and notes will be added, as necessary.
- Using the project improvement sketches, develop a high-level construction cost estimates using MassDOT's online Preliminary Construction Cost Estimate Forms Application Form for the Complete Streets Program. Estimates will be prepared to a MassDOT format using their Weighted Average Bid Application (WABA) and the State Aid Reimbursable Programs Estimating Tool (SARPET), as applicable.
- Schedule one (1) virtual meeting with Town to reviews sketches and cost estimate.
- VHB has budgeted for minor revisions to the sketches upon review by the Town. A total of four (4) hours has been allocated to update plans and estimates.

### **TASK 3 – TOWN PUBLIC MEETING**

Attend one (1) Town hosted community engagement meeting to solicit feedback from the public. Up to two (2) VHB staff will be in attendance. Town will be responsible for scheduling the meeting and its location. VHB will provide boards of the two concepts for the public outreach meeting.

### **SERVICES NOT INCLUDED**

The Scope of Services for this Agreement is inclusive only of those tasks herein specified. Should work be required in other areas, VHB will prepare an appropriate proposal or amendment, at the Town's request, that contains the Scope of Services, fee and schedule required to complete the additional work items. The following services are not included in this Agreement:

- Field Survey or detailed field measurements to develop existing conditions base mapping.
- Utility coordination, relocation, design, or replacement.
- Environmental permitting.
- Traffic or pedestrian/ bicycle counts.



- Traffic Operational Analysis.
- Evaluation of sight lines for stopped vehicles or pedestrians within the crosswalk location.
- Pavement testing (cores, test pits, probes, etc.) and/or pavement design.
- Preliminary engineering, permitting, right-of-way acquisitions and plans, and final engineering.
- Bid documents, specifications, and bidding coordination.
- Construction phase services (part- or full-time).

### COMPENSATION FOR VHB SERVICES

1. VHB shall perform the Scope of Services contained in this Agreement on a Lump Sum fee basis which includes expenses. The Maximum Limit for Labor and Expenses for this Scope of Services is \$ 20,200.00, allocated approximately as follows:

	Maximum Labor Fees
<b>TASK 1 – DESKTOP REVIEW AND DEFINE PROJECT AREAS</b>	\$ 2,800.00
<b>TASK 2 – PROJECT IMPROVEMENT SKETCHES AND COST ESTIMATES</b>	\$ 12,400.00
<b>TASK 3 – TOWN PUBLIC MEETING</b>	\$ 5,000.00
<hr/>	
<b>TOTAL CONTRACT VALUE:</b>	<b>\$ 20,200.00</b>

\* Costs for expenditures made specifically for this project such as printing and copies, travel and mileage, and shipping/postage are included with the tasks above.

2. The total Lump Sum Fee for services rendered in Task 1 through 3 (as stated above) will be invoiced monthly as a percentage of completion.
3. VHB will not exceed the total estimated fee or estimated direct costs as stated herein without the written approval of the Town.
4. Tasks 1 and 2 will take one to two months. Task 3 will be identified by the Town once Tasks 1 and 2 are complete. The ability to meet this schedule is dependent on weather conditions as they relate to the ability to perform field observations and the ability to meet with the town and receive information to assist with project development.
5. The fees in this proposal may be subject to change if not accepted within 60 days from the date of issue.

Prepared by: James J Czach, PE  
Reviewed By: MJC

Document Approval: Justin Dufresne, PE

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

Subject to attached terms & conditions

Subject to terms & conditions in our original agreement dated

#### VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

#### CLIENT AUTHORIZATION (Please sign original and return)

By: 

By: \_\_\_\_\_

Print: Justin Dufresne

Print: \_\_\_\_\_

Title: Managing Director

Title: \_\_\_\_\_

Date: 7/30/2024

Date: \_\_\_\_\_





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **CONSTRUCTION PHASE SERVICES**

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



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

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

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

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

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

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

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

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

# Remaining ARPA Funds Analysis – 08/05/2024

## Introduction

- \$2,454,622 received by the Town
  - \$847,179 on items now officially closed
  - \$43,869 ready or almost ready to close
  - \$947,715 under contract and in progress
  - \$257,350 for items being bid/awarded in near future
    - CWF Septage Receiving Station Installation
    - CWF Operations Building Boiler Replacement
    - Cultural Council Match
    - Airport Mower
  - \$70,702 surplus from assigned allocations
    - Several items completed under-budget
    - Falls Fest not occurring
  - \$209,000 being held as contingency for separately-funded project
    - CWF Generator Install
  - \$78,806 was never allocated

## Projects with Unobligated Funds

- 1) CWF Screw Pump Replacement Engineering
  - After the construction bid opening on 8/21, we expect to be able to close out the remaining \$7,230 for potential re-allocation.
  - The Screw Pump construction is a major wild card; if bids come back high, creative ways may need to be found to cover remaining funds if not covered by the USDA grant and existing match.
- 2) CWF Septage Receiving Station
  - Remaining \$42,620 expected to be used in full for installation this Fall.
  - No re-allocation necessary.
- 3) CWF Operations Building Boiler Replacement
  - Full amount (\$113,500), and our ability to use it largely depends on our Licensed Site Professional's eventual plan for how to address the underground fuel storage tank.
  - Unclear status at this time, may require re-allocation.
- 4) CWF Generator Install
  - Project not breaking ground until November (at which point it will still be unclear if this contingency is necessary, or if the project will be covered in-full by the already-approved capital expenditure.
  - This \$209,000 likely needs to be re-allocated.

- 5) Winter Parking Signs
  - Purchase only used portion of allocation; \$4,242 remains and could be re-allocated.
- 6) Falls Fest
  - This event did not happen last year and is not anticipated this year either. The full \$12,000 will need re-allocation.
- 7) Cultural Council Match FY24 & FY25
  - The Cultural Council will be making FY25 decisions this Fall and will return all paperwork to the Town by then.
  - No re-allocation of the \$18,000 is expected to be necessary.
- 8) TH Annex Solar
  - Project is under budget of allocation; remaining \$12,069 will likely need re-allocation.
- 9) Old Town Hall / MC Library Windows
  - Of remaining allocation, some will be used toward scraping, repairing, and painting window trim (currently out to bid).
  - An estimated \$23,000 will need re-allocation.
- 10) Unity Skate Park Lights
  - Remaining \$29,002 may need re-allocation, depending on whether any change orders are necessary once construction takes place this Fall.
- 11) Airport Mower
  - This is being ordered; will be received and billed for full \$16,059 very soon if not already.

Of the above, these projects are most likely to require no further action by the Selectboard:

- CWF Septage Receiving Station
- Cultural Council Match
- Airport Mower

The highest foreseeable amounts for re-allocation are:

- \$209,000 from CWF Generator Install
- \$113,500 from CWF Operations Building Boiler Replacement
- \$29,002 from Unity Skate Park Lights
- \$23,000 from Montague Center Library Windows
- \$12,069 from TH Annex Solar
- \$12,000 from Falls Fest
- \$7,230 from CWF Screw Pump Replacement Engineering
- \$4,242 from Winter Parking Signs
- \$78,806 that was never allocated
- **TOTAL: \$488,849**

## Possible Alternative Uses for Remaining Funds

- CWF Screw Pump Construction
  - If bids come in high on 8/21, additional funding may be necessary to complete the project.
- Avenue A Pedestrian Ramp
  - We anticipate a full design, including an opinion of probable cost, from Berkshire Design within the coming weeks.
- Reimbursement of Capital expense for 10-wheel dump truck.
  - We expect to receive this new vehicle and the bill for it by October; using ARPA could free up \$380,000 in Capital Stabilization Funds.

**ARPA Spending Strategy Running Balance 7.31.2024**

ARPA= American Rescue Plan Act of 2021

\$2,454,622 total available to Montague

**Encumbered Projects**

Account	Category	Project	Vote	Allocated	Spent/obligated	Unspent/unobligated	Status
225-5-128-5800-004	Infrastructure/ Wastewater	Vactor truck		400,000	400,000	0	CLOSED
225-5-128-5800-006	Infrastructure/ Wastewater	Montague City Road Emergency Sewer Repair	11/1/2022	153,881	153,881	0	CLOSED
225-5-128-5800-005	Infrastructure/ Wastewater	Screw Pump Replacement (Engineering)		26,500	19,270	7,230	
225-5-128-5800-003	Infrastructure/ Wastewater	Collection System Study	2/7/2022	69,109	69,109	0	CLOSED
225-5-128-5800-002	Infrastructure/ Wastewater	CSO LTCP Update		49,000	49,000	0	CLOSED
225-5-128-5800-013	Infrastructure/ Wastewater	Septage Receiving Station	5/1/2023	264,000	221,380	42,620	under contract
225-5-128-5800-012	Infrastructure/ Wastewater	Operations Building Boiler Replacement	5/1/2023	113,500	0	113,500	need to Bid by Sept
225-5-128-5800-011	Infrastructure/ Wastewater	CWF RTV	5/1/2023	25,000	25,000	0	CLOSED
225-5-128-5800-016	Infrastructure/ Wastewater	Vactor Dumping Pad	6/12/2023	15,000	15,000	0	CLOSED
225-5-128-5800-025	Infrastructure/ Wastewater	Burn Dump Closure Design	11/13/2023	35,000	35,000	0	CLOSED
225-5-128-5800-018	Infrastructure/ Wastewater	CWF Generator install	9/11/2023	209,000	0	209,000	holding for contingency
225-5-128-5800-009	Economic/Community Recovery	Trash Receptacles	12/19/2022	11,685	11,685	0	CLOSED
225-5-128-5800-005	Economic/Community Recovery	Holiday lights		19,403	19,403	0	CLOSED
225-5-128-5800-006	Economic/Community Recovery	Winter Parking signs		10,000	5,758	4,242	
225-5-128-5800-010	Economic/Community Recovery	Avenue A Streetscape Phase IV Design	3/6/2023	46,800	46,800	0	under contract
	Economic/Community Recovery	Avenue A Streetscape Phase IV Construction	5/6/2024	232,778	232,778	0	under contract
225-5-128-5800-017	Economic/Community Recovery	Social Services Gap Funding	5/8/2023	29,978	29,978	0	CLOSED
225-5-128-5800-014	Economic/Community Recovery	Mural Project on Shea Theater	5/15/2023	25,000	25,000	0	under contract
225-5-128-5800-015	Economic/Community Recovery	Falls Fest 2023	6/12/2023	12,000	0	12,000	
225-5-128-5800-019	Economic/Community Recovery	Cultural Council Match FY24 and FY25	8/7/2023	18,000	0	18,000	
225-5-128-5800-021	General Capital	Town Hall Annex Solar	6/5/2023	205,000	192,931	12,069	under contract
225-5-128-5800-022	General Capital	Old Town Hall Windows	6/5/2023	200,000	132,829	67,171	under contract
225-5-128-5800-023	General Capital	Old Town Hall Roof Repair	6/5/2023	45,673	45,673	0	CLOSED
225-5-128-5800-024	General Capital	Unity Skate Park Lights	6/5/2023	125,000	95,998	29,002	under contract
225-5-128-5800-001	Contingency	COVID Test Kits	1/3/2022	18,450	18,450	0	CLOSED
	Contingency	Airport Mower	7/22/2024	16,059	0	16,059	

**total allocated**      **2,375,816**      **1,844,922**      **530,894**  
**ARPA Funds Unallocated**      **78,806**

Spending Category	Spending Target	Allocated	Difference
50% Wastewater Infrastructure	\$ 1,227,311	\$ 1,359,990	\$ (132,679)
30% General Capital Improvements	\$ 736,387	\$ 575,673	\$ 160,713
10% Economic/ Community Recovery	\$ 245,462	\$ 405,644	\$ (160,182)
10% Contingency	\$ 245,462	\$ 18,450	\$ 227,012
	<b>\$ 2,454,622</b>	<b>\$ 2,359,757</b>	<b>\$ 94,865</b>

**Total spent, CLOSED**      872,179  
 Total ready or almost ready to close      25,027  
 Total under contract and in progress      947,715  
**Total being bid/awarded in near future**      257,350  
**Surplus from assigned allocations**      64,544  
**Contingency for Project funded by Capital**      209,000  
**TOTAL ALLOCATED**      **2,375,816**  
**Total never ARPA**      78,806





Date: July 30<sup>th</sup>, 2024

Project: MONTAGUE CITY ROAD ROADWAY FLOODING

Subject: Request for Change Order 02 Contract Closeout

Larry,

Clayton D. Davenport Trucking, Inc. is requesting Change Order 2 to balance and close out the contract. Below are items that went over/under the scheduled contract amounts with explanations.

ITEM	Discription	Montague Flood Protection		Amount OVER	Amount UNDER
		Scheduled Amount			
#3	Traffic Control Police	\$	5,200.00		\$ 5,200.00
#6	Stream Channel Dredge Removal	\$	32,000.00	\$ 8,000.00	
#7	Stream Channel Dredge	\$	4,875.00		\$ 4,875.00
#8	Cut off Site Disposal	\$	36,000.00	\$ 8,750.00	
#11	Sawcut & Removal Pavement	\$	1,820.00	\$ 364.00	
#14	F&I Processed 2" Minus Base	\$	400.00	\$ 1,000.00	
#15	F&I Pavement & Binder	\$	7,000.00	\$ 1,312.50	
#21	CO1-Matting	\$	7,237.50	\$ 1,809.38	
<b>Total Over/ Under</b>				\$ 21,235.88	\$ 10,075.00

Total Over

\$ 11,160.88

**#3 Traffic Police:** was unnecessary since the road was closed during construction

**#6 Stream Channel Dredge Removal:** required 100 cy of additional removal to meet the proposed stream channel elevations.

**#7 Stream Channel Dredge Pan AM:** was unnecessary since no work was performed on Pan AM Rail property.

**#8 Cut offsite Disposal:** required and additional 125 cy of additional excavation and removal to meet the proposed elevations and grades on the drawings.

**#11 Sawcut & Removal Pavement:** required an additional 7 sy of pavement removal in order to install the two structures and drainage piping.

**#14 2" Minus Base:** required an additional 10 cy due to additional pavement required to match existing gravel base (per note on drawing) and due to additional pavement being removed.

**#15 Pavement & Binder:** required an additional 1.5 Tons due to the additional pavement removed to install the structures and piping.

**#21 CO-1 Matting:** Per Change Order 1 W-P reduced the requested amount (2,000 sy) to an estimated 750 sy which included the channel and portions of the embankments. The area required 937.5 sy to cover the proposed channel and embankment areas by W-P.

Total cost for Change Order 02 to cover the over/under of contract items and close out the contract is **\$11,160.88**. Please feel free to contact me with any questions regarding the proposed change order.

Respectfully:

Brian Koshinsky

Digitally signed by Brian Koshinsky  
DN: cn=Brian Koshinsky, o=Koyote 0, ou=Development Tracking, inc., ou=emul, email=bkoshinsky@koyote0.com, c=US  
Date: 2014.07.30 11:40:15 -0400

Brian Koshinsky

SECTION 00842

CHANGE ORDER

No. 2

Date of Issuance: 10/13/2022 (Bid) Effective Date: 8/1/2024

Table with 3 columns: Project (Montague City Road), Owner (Town of Montague), Contractor (Clayton D Davenport Trucking, Inc.), and Owner's Contract No. (14228).

The Contract Documents are modified as follows upon execution of this Change Order: 1

Description: Final Contract adjustment to balance work description line items on the completed sitework. Additional time and materials were applied to the following contract line item: No's 6, 8, 11, 14, 15 and 21. Line items No's 3 and 7 were not applied to the project scope and are zero dollar amounts.

The 2% retained is to be released the as part of this final coordination.

Refer to the final Pay App No. 5 for details.

Attachments: (List documents supporting change):

Application for Payment #5 and CD Davenport C.O. #2 Contract Closeout

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TIMES. Rows include Original Contract Price (\$326,495.00), [Increase] [Decrease] from previously approved Change Orders (N/A), Contract Price prior to this Change Order (\$355,062.50), [Increase] of this Change Order (\$11,160.88), and Contract Price incorporating this Change Order (\$366,223.38).

RECOMMENDED: By: Larry Rusiecki, P.E. (Engineer Authorized Signature) Date: 8/1/2024. ACCEPTED: By: (Owner Authorized Signature) Date: 8/1/2024. ACCEPTED: By: (Contractor Authorized Signature) Date: 8/1/2024. APPROVED: (Signature)

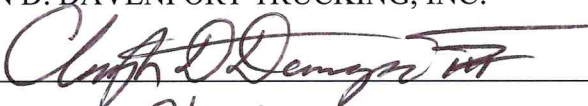
**LICENSE AGREEMENT**  
**Portion of 330-340 Montague City Road Lawn**

1. **PARTIES.** Town of Montague, the “TOWN” whose address and telephone number are One Avenue A Turners Falls, MA 01376, agrees to grant license to Clayton D. Davenport Trucking, Inc., the “LICENSEE” whose business address is 130 Colrain Street, Greenfield, MA 01301, and telephone number is 413 774 2080 the premise described in paragraph 2, below.
2. **DESCRIPTION OF PREMISES.** The premises is described as the western portion of the property at 330-340 Monague City Road, Turners Falls, as pictured in Appendix A.
3. **AGREEMENET AT WILL.** This is effective through June 30, 2025, or upon completion, and may be terminated by giving written notice at least one month (30 days) in advance. TIME IS OF THE ESSENCE as to each provision of the License Agreement.
4. **OCCUPANCY** The LICENSEE shall use the premises described herein as staging area for construction equipment necessary for LICENSEE’S contract with FIRSTLIGHT MA HYDRO LLC to perform work on the adjacent property located at 11 Cabot Street, Turners Falls.
5. **COMPENSATION.** In lieu of monetary payments, the LICENSEE shall perform the work illustrated in Appendix B, including the removal of several garden beds on the premises and the trimming of overgrown brush in the vicinity of the “gazebo” and “smoke shed.”
6. **CONDITIONS OF PREMISES**  
 LICENSEE acknowledges and agrees that it accepts the Premises in “as in” condition for the purpose of this Agreement, and the TOWN has made no representation or warranty regarding the fitness of the Premises for the intended use.
7. **ALTERATION OF THE PROPERTY.** LICENSEE shall not make any alterations or improvements upon the Premises, excepting those listed in Section 5, unless otherwise approved by the TOWN.
8. **CLEANLINESS.** The LICENSEE shall at all times maintain the Premises in a clean, safe, and sanitary condition and in the same condition as they were at the start of the agreement, reasonable wear and tear excepted. LICENSEE shall be responsible for removal of all its equipment prior to the end of the agreement period, and restoration of the site to its prior condition, excepting the changes described in Section 5.
9. **RISK OF LOSS.** LICENSEE agrees that it shall use and occupy the Premises at its own risk, and the TOWN shall not be liable to the LICENSEE for any injury or death to persons entering the Premises pursuant to the agreement, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the LICENSEE, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the Lease, except if such injury, death, loss or damages is caused by the willful act or gross negligence of TOWN, or its employees, agents, contractors or invitees.
10. **INDEMNIFICATION.** LICENSEE agrees to indemnify, defend and hold harmless the TOWN against any claim by any person for any injury or death to persons or loss or damage to property relating in any way to LICENSEE’S exercise of its rights under this agreement.
11. **INSURANCE** LICENSEE agrees to include the TOWN as an additional insured interest with respect to Commercial General Liability, and to provide the TOWN a copy of LICENSEE’S

insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

12. **RIGHTS OF TOWN TO ENTER.** The TOWN reserves the right and the LICENSEE shall permit the TOWN to enter upon and use the Premises at any time and for any and all purposes at TOWN'S sole discretion, provided that the TOWN'S use shall not interfere with the LICENSEE'S Permitted Use.
13. **TERMINATION** This agreement is terminable at any time by the TOWN or the LICENSEE following notice by certified U.S. Mail, return receipt requested, to the other party. The Lease shall expire on the date specified in such notice. If this agreement is terminated, the LICENSEE shall, within the time specified in the Notice or, if no time period is specified, within 30 days of the date of the Notice, arrange for the disposition of any equipment or improvements made to the Premises during the course of this agreement, excepting those specified in Section 5.

TOWN: TOWN OF MONTAGUE  
By: \_\_\_\_\_  
Print name, title: \_\_\_\_\_  
Date: \_\_\_\_\_

LICENSEE: CLAYTON D. DAVENPORT TRUCKING, INC.  
By:  \_\_\_\_\_  
Print name, title: Clayton D. Davenport III, Clerk  
Date: 8/1/2024

## Appendix A

### Diagram of Property



staging  
Access

staging



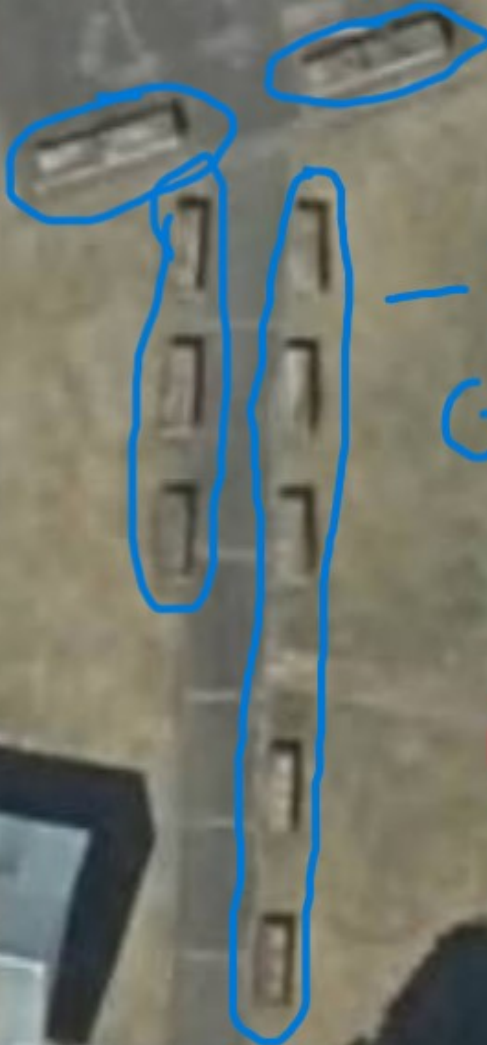


## Appendix B

### Illustration of Work to Be Performed



521.77

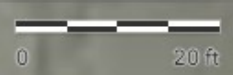


- REMOVE  
Garden Beds



Garage  
(trim/remove brush)

Smoke  
Shed





CLAYDDA-01

PATRICIA

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Phillips Insurance Agency, Inc. 97 Center Street Chicopee, MA 01013	<b>CONTACT NAME:</b> Patricia A Mahoney <b>PHONE (A/C, No, Ext):</b> (413) 594-5984 <b>FAX (A/C, No):</b> (413) 592-8499 <b>E-MAIL ADDRESS:</b> patty@phillipsinsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  Clayton D. Davenport Trucking, Inc. 130 Colrain Street Greenfield, MA 01301	<b>INSURER A :</b> Liberty Mutual Fire Ins Co
	<b>INSURER B :</b> The First Liberty Insurance Corp
	<b>INSURER C :</b> Liberty Mutual Insurance Co
	<b>INSURER D :</b> Employers Insurance Co Wausau
	<b>INSURER E :</b> The Hartford
	<b>INSURER F :</b> Westchester Surplus Lines Ins

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			<b>TB2Z11261382043</b>	<b>9/1/2023</b>	<b>9/1/2024</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			<b>AS2Z11261382023</b>	<b>9/1/2023</b>	<b>9/1/2024</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			<b>TH7Z11261382063</b>	<b>9/1/2023</b>	<b>9/1/2024</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N <b>N</b> If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	<b>WC2Z11261382013</b>	<b>9/1/2023</b>	<b>9/1/2024</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>E</b>	<b>Equipment Floater</b>			<b>08MSBA4931</b>	<b>9/1/2023</b>	<b>9/1/2024</b>	<b>Leased Equipment</b> <b>525,000</b>
<b>F</b>	<b>General Liability</b>			<b>G28138957008</b>	<b>7/5/2023</b>	<b>7/5/2024</b>	<b>Pollution</b> <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Portion of 330-340 Montague City Road Lawn

Town of Montague is included as Additional Insured with respect to Liability arising from operations of the Named Insured as required by the lease.

**CERTIFICATE HOLDER****CANCELLATION**
 Town of Montague  
 One Avenue A  
 Turners Falls, MA 01376

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

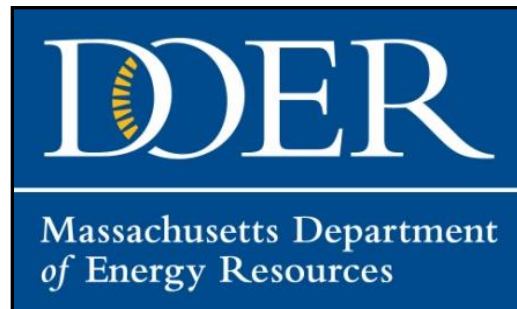
THE COMMONWEALTH OF MASSACHUSETTS

**EXECUTIVE OFFICE OF ENERGY AND  
ENVIRONMENTAL AFFAIRS  
DEPARTMENT OF ENERGY RESOURCES**

ELIZABETH MAHONY, COMMISSIONER

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100 Cambridge Street, 9<sup>th</sup> Floor  
Boston, MA 02114



**Program Opportunity Notice (PON)**

**Document Title: Energy Efficiency Conservation Block Grant**

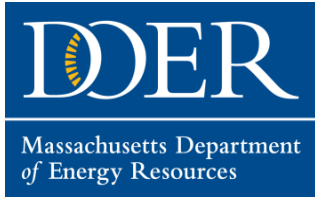
**COMMBUYS Bid Number: BD-24-1041-ENE01-ENE01-103737**

**Agency Document Number: PON-ENE-2024-023**

**Issued: May 24, 2024**

**Amended: July 16, 2024**

Please note: This is a single document associated with a complete Bid (also referred to as Solicitation) that can be found on [www.COMMBUYS.com](http://www.COMMBUYS.com). All Bidders are responsible for reviewing and adhering to all information, forms and requirements for the entire Bid, which are all incorporated into the Bid. Bidders may also contact the COMMBUYS Helpdesk at [COMMBUYS@state.ma.us](mailto:COMMBUYS@state.ma.us) or the COMMBUYS Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.



The Commonwealth of Massachusetts  
Department of Energy Resources  
100 Cambridge Street, 9<sup>th</sup> Floor  
Boston, MA 02114

<http://www.mass.gov/doer>

Energy Efficiency Conservation Block Grant (EECBG)  
**PON-ENE-2024-023**



## 1. INTRODUCTION AND BACKGROUND

The Massachusetts Department of Energy Resources (DOER) develops and implements policies and programs aimed at ensuring the adequacy, security, diversity, and cost-effectiveness of the Commonwealth's energy supply to create a clean, affordable and resilient energy future for all residents, businesses, communities, and institutions.

DOER, through the U.S. Department of Energy (DOE) and the Infrastructure Investment and Jobs Act (IIJA), is making available formula funding to municipalities across the Commonwealth through the Energy Efficiency Conservation Block Grant (EECBG) Program. These funds are being made available to support the reduction of fossil fuel emissions, reduction of total energy use in communities, improve efficiency of facilities, and contribute to the growth of the clean energy economy. Every municipality is eligible to receive funding through the EECBG program.

Each municipality receiving EECBG Program funds is required to use the funds cost-effectively for maximum benefit to the population of that municipality and to yield sustained long-term impacts on energy use, emission reduction, and equitable workforce and community investment opportunities.

The three hundred and three (303) cities and towns not receiving Direct Pay awards, as noted in the [allocation document](#), are eligible to receive federal formula funds through DOER and the EECBG Formula Grant Program and should complete this application.

There are forty-eight (48) municipalities and one (1) county receiving [Direct Pay](#) awards and will be getting their EECBG allocation directly from DOE, NOT DOER, and need not complete this application to receive those funds. These municipalities should visit the [EECBG website](#) for more information and instructions.

## 2. PROGRAM OUTLINE

Through this application, DOER will be evaluating project proposals from municipalities to distribute this federal EECBG funding to ensure alignment and compliance with the requirements outlined herein. Project eligibility criteria, distribution of funds, and reporting requirements are detailed in full in this application. Please ensure you have read all the guidelines and requirements outlined in this application and proposed project(s) meet all stated requirements prior to submission of your application. An amount not to exceed one million, six hundred thirty-four thousand dollars (\$1,634,000) in grant funding is available through this Program.

DOER is offering competitive sub grants to municipalities not to exceed fifty thousand dollars (\$50,000) (except in the case of item 5 below) for the following activities:

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*Massachusetts Department of Energy Resources – EECBG Municipal Sub-Grant PON-ENE-2024-023*



1. Clean energy planning.
  - a. Community-based.
  - b. Project-based.
2. Clean energy community campaigns.
3. Energy manager seed funds.
4. Engineering and design for building decarbonization.
5. Public building envelope improvement projects (eligible for funding up to seventy - five thousand dollars (\$75,000)).

The DOE’s Office of State and Community Energy Programs has curated several [Blueprints](#) containing useful project guidelines and links to additional resources that may be helpful in planning out proposed projects. Municipalities can opt to partner together on a single project to braid their respective EECSBG funds together.

If partnering, one community will be the lead applicant and submit a single application to DOER, listing all other partner communities.

Each application will be reviewed for eligibility and other criteria by DOER staff. DOER reserves the right in its sole discretion to request additional information directly from the applicant prior to making its final award determination. **All grant-funded projects must be completed and closed-out by June 30, 2026.**

### 3. PROGRAM REQUIREMENTS

Program applicants must demonstrate that the project meets the requirements and criteria described in this section.

#### A) Project-specific requirements

- 1) **Clean energy planning.** This includes funding for the municipality to:
  - a) Community-based: Develop vision, goals, and strategies for community decarbonization; develop stakeholder engagement, education, and outreach activities; write, adopt, and publicize local clean energy and climate action plans.
  - b) Project-based: Develop project-specific clean energy plans that may require feasibility studies, preparation of preliminary project design, outreach, and technical support for local governments. Clean energy studies may investigate any number of technological and material options that are designed to reduce or eliminate the use of onsite fossil fuels, reduce energy use and/or costs, and advance the development and installation of clean and renewable energy resources. Funds shall only be made available for studies that examine options related to non-fossil fuels that support efforts to meet the Commonwealth’s energy and emissions reduction targets.

Successful applications will include the following:

#### For community-based clean energy planning:

- Strategies around clearly defined, measurable, and ambitious goals for advancing energy efficiency and clean energy
- Esurance that strategies are informed by stakeholder feedback and include opportunities for continued stakeholder engagement, with a particular focus on soliciting feedback from underrepresented and disadvantaged residents. EECSBG Program recipients are encouraged to actively seek participation and

- feedback from a diverse range of stakeholders that reflects the demographics of their community
- Partnerships with community organizations that represent underserved groups or residents
- A holistic approach that incorporates a variety of technologies and addresses the needs of different populations within the community
- Engagement with underrepresented or underserved groups to ensure that their needs are considered and addressed during technical consultant service delivery (e.g. community input sessions, equitable access to programs and financial opportunities.)
- Well-thought-out implementation timeline with achievable milestones

For project-based clean energy planning:

- Facilities targeted for studies and/or planning activities have demonstrated need for upgrades, high energy use intensity (EUI), equipment at end of useful life, etc.
- Inclusion of study scope and objectives, identifying technology/technologies being proposed, fuel(s) targeted, potential costs impacts/savings opportunities, any site information or planned projects relevant to study scope (e.g. building use, existing conditions, type and age of existing heating system, planned efficiency projects or new construction, etc.) and potential benefits identified so far- **please attach to application**
- Description of any previous energy audits or other related studies completed or planned at location(s) – **please attach to application**
- Solar PV studies must include a site assessment (Google Earth maps or [NREL's PV Watts](#) can provide assessment information) and the site's suitability score as defined by [DOER's Technical Potential for Solar Study](#)
- Demonstrated municipal support for project implementation following plan or study completion, should the results indicate technical and fiscal feasibility

2) **Local clean energy campaigns focusing on low-moderate income residents and underserved communities.** This activity can be used to bolster and extend efforts underway in the [Mass Save Community First Partnerships](#) and Mass Clean Energy Center's [EmPower program](#). DOER will prioritize this activity in disadvantaged communities, as defined by the [Justice40 Initiative](#).<sup>1</sup>

Successful applications will include the following:

- If expanding or extending an existing EmPower or Community First Partnership, provide a summary of results to date, what activities EECBG funds would support
- Partnerships with community-based organizations
- Target audience
- Tasks and milestones
- Itemized budget
- Outreach/education methods and materials
- Qualifications of person(s) completing the work – **please attach resume(s)**
- Memorandum(s) of Agreement with partners as applicable
- Letters of support – **please attach**
- Intended outcomes
- Measurement and verification methodology of clean energy results

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<sup>1</sup> The [Climate and Economic Justice Screening Tool](#) (CEJST) is a geospatial mapping tool designed to support Justice40 Initiative objectives by identifying disadvantaged communities that are marginalized and overburdened by pollution and underinvestment.

- 3) **Seed funds for an energy manager.** Energy managers will arrange energy audits of municipal and school buildings, implement energy conservation measures, and collaborate with other local officials and community groups to formulate clean energy policies and programs.

Successful applications will include the following:

- Sample job description or scope of work to be used soliciting service
- Itemized budget
- Tasks and milestones
- Description of how position/service will be sustained after grant ends

- 4) **Engineering studies and/or design of decarbonizing municipal or school buildings identified as good candidates for electrification from scoping studies or audits.** The outcome of the engineering studies and/or design will be procurement-ready specifications that enable the municipality to procure the installation of fossil fuel-free equipment for heating, cooling and hot water.

Successful applications will include the following:

- Completed feasibility or scoping study identifying decarbonization approach and technology
- Scope of work to be used soliciting service
- Estimated greenhouse gas reductions, energy and cost savings
- Tasks and milestones
- Commitment to implement project once design is complete

- 5) **Public building envelope improvements.** This includes any modifications to the public building shell or public building enclosure that enhance the building's energy efficiency, thermal comfort, and overall performance. These modifications most commonly include added insulation, weatherstripping, repairing or replacing windows, and air sealing.

Successful applications will include the following:

- The audit recommending the proposed measure(s) including the estimated costs and savings.
- Photographs of the existing conditions
- Existing and proposed R-values and/or U-values
- Calculations that list all assumptions for projected energy savings and costs
- Specification sheets, if applicable

## **B) Utility incentive requirements**

For project categories number four (4) and number five (5) above, applicants must agree to take advantage of applicable utility incentives such as the Mass Save offerings. Applicants should demonstrate their ability to meet the eligibility requirements of the relevant utility program(s) if such incentives are available or shall otherwise demonstrate good cause for forgoing incentives where applicable. Applicants must apply for, or agree to apply for (e.g., in the case of utility post-purchase rebates), external funding prior to applying for this Program. These external funding requests must be outlined in the Application Form (Attachment A).

## **C) Build America, Buy America Act (BABAA) requirements applicable to building envelope improvements**

This grant Program uses federal funding that is subject to [BABAA](#), which extends to any sub-recipients of the funds (i.e., grantees under the Program). BABAA requires that all iron, steel, manufactured products, and construction materials used in federally funded projects for infrastructure must be produced in the United States. Under the Act, some types of building envelope improvements are considered infrastructure projects.

Applicants shall include BABAA certification as part of the request for responses from vendors when soliciting project cost quotes. If BABAA-certified solutions are available from one or more responding vendors, the applicant must consider these alternatives and procure them if they are not cost-prohibitive. However, if vendors confirm in writing that they cannot offer solutions that are BABAA certified (“nonavailability”), or if the cost of pursuing a BABAA-certified solution increases the total project cost by more than twenty five percent (25%) (“unreasonable cost”), this can be used as backup documentation in the [BABAA waiver](#) request process.

#### **D) Davis-Bacon and Related Acts (DBRA) requirements applicable to building envelope improvements**

Because the Program is supported through federal funds, the Davis-Bacon and Related Acts<sup>2</sup> (DBRA) apply to projects altering public buildings are subject to DBRA. Grantees under this Program are responsible for including the applicable wage determinations and required DBRA contractor reporting in any solicitation or bidding documents, and in the prime contract. Since both federal and state prevailing wage requirements apply, any contractor hired by grantees for labor-related work must pay whichever rate is higher for each job classification and meet whichever requirements are more protective of workers; typically, Massachusetts prevailing wage requirements for state entities will be higher than the federal threshold, but grantees are responsible for ensuring compliance.

The DBRA prevailing wage rates are set by county and can be found on the <https://sam.gov/content/home> Learning Center. The Massachusetts Department of Labor Standards (DLS) issues prevailing wage information for construction projects and other types of public work<sup>3</sup>.

#### **E) Eligible Procurement Methods**

All grant-funded projects must comply with applicable local procurement and construction laws. Eligible applicants must identify the selected procurement method in their application to DOER.

The following statewide contract may serve as resources for municipalities:

- [PRF 74](#) - Energy, Climate Action, and Facility Advisory Services

### **4. FUNDING**

The total funding available under this PON is one million six hundred thirty-four thousand dollars (\$1,634,000). DOER intends to leverage funds and support as many projects as possible with the available funding.

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<sup>2</sup> The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts totaling more than \$2,000 for the construction, alteration, or repair of public buildings or public works. Grantees of the Program must pay their laborers and mechanics no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

<sup>3</sup> State contracts must also include the processes and procedures to ensure compliance with statutory Workforce Participation Goals, including reporting and enforcement provisions, for women and minorities. G.L. c. 149, § 44A(2)(G); see <https://www.mass.gov/prevailing-wage-program> for more details. Additionally, applicants are responsible for insuring compliance with MA prevailing wage laws and DBRA,



Individual award decisions will vary depending on the project specifics and whether the project is sited within an area with designated disadvantaged population(s) as defined by the federal Justice40 Initiative.<sup>4</sup> In no instance may an applicant receive more than one hundred percent (100%) of the cost of a project from this grant when combined with other internal and/or external funding sources.

## 5. ASKING QUESTIONS

This Program Opportunity Notice (PON) is being conducted under 815 CMR 2.00, and has been distributed electronically using COMMBUYS, the Commonwealth's official procurement record system (<http://www.commbuys.com>). The project name is the EECBG Municipal Sub-Grant, and the project number is PON-ENE-2024-023. Correspondence to the DOER should include this project number as well as the title. All notifications and amendments to this PON will be posted on COMMBUYS. It is the responsibility of every potential respondent to check COMMBUYS for any addenda or modifications to a PON to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to respondents who fail to check for amended PONs or submit inadequate or incorrect responses.

Respondents may not alter PON language or any PON component files. Those submitting a proposal must respond in accordance with the PON directions and complete only those sections that prompt a respondent for a response. Modifications to the body of this PON, specifications, terms and conditions, or which change the intent of this PON are prohibited. Any unauthorized alterations will disqualify a response.

All proposals and information submitted in response to this PON are subject to the Commonwealth of Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7 and Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

- This application is available as PON-ENE-2024-023 on COMMBUYS (as a "Bid.")
- All questions must be submitted by 5 PM on **July 31, 2024** to COMMBUYS
- All answers shall be posted by 5 PM on **August 7, 2024**, to COMMBUYS
- To find an item on COMMBUYS: log into [COMMBUYS](#), locate the Bid, acknowledge receipt of the Bid, and scroll down to the bottom of the Bid Header page. The "Bid Q&A" button allows Bidders access to the Bid Q&A page.
- To submit an application, see the Instructions on Page 9

## 6. AWARDS

Application Applications will be accepted until **August 16, 2024**.

Grant applications must be approved by DOER, and a Grant Contract is required to be signed between DOER and the grantee, prior to the purchase of equipment or commencement of any work to be funded by this grant. DOER shall not disburse funds until all requirements under the PON and any terms and conditions have been satisfied, as determined by DOER in its sole discretion.

EECBG sub-grant recipients will be responsible for federal reporting, including weekly payroll reports for projects subject to DBRA requirements and reporting on [project metrics](#) as applicable.

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<sup>4</sup> The [Climate and Economic Justice Screening Tool](#) (CEJST) is a geospatial mapping tool designed to support Justice40 Initiative objectives by identifying disadvantaged communities that are marginalized and overburdened by pollution and underinvestment.

## 7. EVALUATION CRITERIA

The following criteria will be used for evaluating grant applications under this PON:

- Minimum requirements: Projects must meet all requirements as provided for under the Section 3 of this PON
- Completeness of the application, including the thoroughness of the draft scope of services for the consultant/vendor (as applicable)
- Project viability, and a demonstrated commitment by the applicant to move forward with the project should the study results prove technically and financially favorable (if applicable)
- **Shovel-readiness: demonstrated ability to complete the proposed project by June 30, 2026**
- If grant funds are limited, the Program will prioritize eligible projects located in disadvantaged communities
- Resulting project's potential for significant environmental and/or financial benefits
- DOER reserves the right to request clarifying information or amendments in support of the application and evaluation process and may fully or partially fund projects based on the information provided

## 8. GRANT AND CONTACT INFORMATION

### Type of Grant

This PON, being conducted under 815 CMR 2.00, has been distributed electronically using COMMBUYS, the Commonwealth's official procurement record system (<http://www.commbuys.com>). The project name is EECBG Municipal Sub-Grant Program, and the project number is PON-ENE-2024-023.

Correspondence to DOER should include this project number as well as the title. All notifications and amendments to this PON will be posted on COMMBUYS. Applicants are advised to periodically check this PON on COMMBUYS to ensure that they have the most recent information.

All proposals and information submitted in response to this PON are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

<b>Grant Contact:</b>	Joanne Bissetta Director, Green Communities Division Department of Energy Resources 100 Cambridge Street, 9 <sup>th</sup> Floor Boston, MA 02114
<b>E-mail:</b>	<a href="mailto:Green.communities@mass.gov">Green.communities@mass.gov</a>
<b>PON Name:</b>	EECBG Municipal Sub-Grant Program
<b>PON File Number:</b>	PON-ENE-2024-023
	<b>Attachment A:</b> EECBG Municipal Sub-Grant Application Form (Attachment A)
	<b>Attachment B:</b> Signed Certificate of Application (Attachment B)

## 9) APPLICATION INSTRUCTIONS —

No paper submission is accepted for the grant application. The process via email only.

### **Application Materials Checklist – ARE YOUR MATERIALS READY?**

- Begin each of your electronic files with your municipal/entity name followed by wording that makes the content of the file clear – **REQUIRED** – e.g., “Ames\_Application Form.doc”
- EECBG Application Form (Attachment A) (Word file- *Please don't convert to pdf*)
- Signed Certification of Application (Attachment B) (PDF file)
- Supporting Audits, Studies, MOUs, Letters of Support, other documentation.

### **EECBG Grant Application Process**

1. Email the required documents to [green.communities@mass.gov](mailto:green.communities@mass.gov)
2. You will receive an email indicating receipt of the documents. Determination of the grant award will not occur at this time.

### **Get Help**

**Pre-Grant Application Process - [Contact your Regional Coordinator](#)**

**[EECBG Website](#)**

TOWN OF MONTAGUE, MASSACHUSETTS  
AND FLOWER POWER GROWERS INC.

**HOST COMMUNITY AGREEMENT**  
**FOR THE SITING OF A CULTIVATION AND PRODUCT MANUFACTURING**  
**ESTABLISHMENT**

THIS CULTIVATION HOST COMMUNITY AGREEMENT (the “Agreement”) is entered into this 5th day of August 2024, by and between Flower Power Growers, Inc., a Massachusetts Corporation with a principal office address of 180 Industrial Blvd. Turners Falls, MA 01376 (the “Company”), and the Town of Montague, a Massachusetts municipal corporation with a principal address of 1 Avenue A, Turners Falls, MA 01376 (the “Town”), acting by and through its Selectboard in reliance upon all of the representations made herein (the Company and Town collectively, referred to as the “Parties”).

WHEREAS, the Town and the Company entered into a Host Community Agreement, dated January 11, 2020 (the “HCA”), to locate and operate a marijuana cultivation establishment, and marijuana product manufacturer establishment (collectively and individually, the “Facility”) at the property known as 180 Industrial Boulevard, Turners Falls, Massachusetts;

WHEREAS, the Company has since established a Tier 3, Indoor, Marijuana Cultivation and Product Manufacturing Facility at the property, and was issued a final license for such operations by the Massachusetts Cannabis Control Commission on May 13, 2023 (MC283122 and MP281982) ;

WHEREAS, the Company commenced Cultivation operations at the Facility on October 20, 2023 and Manufacturing operations on January 8, 2024 and wishes to continue operations in the Town;

WHEREAS, Chapter 180 of the Acts of 2022, “An Act Relative to Equity in the Cannabis Industry” (the “Act”), amends G.L. c. 94G, §3 relative to host community agreements and community impact fees effective November 9, 2022;

WHEREAS, the Company has agreed upon the provisions of a Special Permit with Site Plan Review #2020-05 that was granted by the Montague Planning Board and filed with the Montague Town Clerk on December 1, 2020;

WHEREAS, the Company shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, and such approvals as may be issued by the Town in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Cannabis Control Commission issued a Host Community Agreement Determination on June 7, 2024 dictating substantial changes were required to the Host Community Agreement between the Town and the Company dated January 11, 2020, with such required changes being incorporated herein;

WHEREAS, the Company and the Town intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of the existing Marijuana Cultivator and Marijuana Product Manufacturer; with applicable zoning, laws, bylaws, or ordinances of the Municipality.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Recitals**

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

**2. Community Impact Fees (CIF)**

Intentionally omitted.

**3. Generally Occurring Fees**

Generally occurring fees are those fees which may customarily be imposed by the Municipality on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include but may not be limited to those fees enumerated in Attachment A: List of Taxes and Generally Occurring Fees. The Company concurs and consents to the stated list of Municipality's expected Generally Occurring Fees as may be applicable and is provided herein.

The Company acknowledges and agrees that it is responsible for other taxes and fees that may be imposed by the Turners Falls Fire and Water District, including but not necessarily limited to real estate and personal property taxes, user fees, and inspection and other fees.

**4. Local Concerns**

The Company agrees to employ reasonable efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Establishment, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting(s) relative to the operation of the Establishment. In addition, at the request of the Selectboard, the Company shall hold community forums for discussion with neighboring residences and businesses owners in order to address community feedback and neighborhood concerns with respect to the operation of the Establishment; the Company shall establish or update its written policies and procedures to address concerns raised. Said written policies and procedures shall be presented to the Selectboard and reviewed annually by the Board as part of the Company's annual report to ensure compliance with the policies and procedures and

to address any further impacts requiring mitigation. The policies and procedures addressing community impact mitigation adopted by the Company and presented to the Selectboard shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

The Company further agrees and acknowledges that in the event the Town receives five (5) or more complaints from citizens within any three (3) month period relative to the failure to mitigate conditions relative to the operation of the Establishment, the Company shall be required to meet with the Selectboard if requested by the Town, which may require that additional mitigation measures be taken, at the Company's sole expense, to address the specific nature of the complaints to the satisfaction of the Board.

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance, in the opinion of the Selectboard, to surrounding properties. The Company shall develop an odor mitigation plan and submit the plan to the Town for approval, such approval not to be unreasonably withheld. At a minimum, the Company agrees to implement a dual odor control system at the Establishment. This system will include: (i) an internal building air scrubbing system designed to continuously remove volatile compounds from the greenhouse air during periods of closed (non-actively vented) operations, and (ii) an active vapor control system desired to neutralize odors from ventilation emission points when greenhouse is ventilation is in use. The Company shall ensure proper maintenance of all odor mitigation equipment.

Complaints received by the Town concerning odors leaving the Establishment that are detectable at abutting properties must be addressed thoroughly and expediently by the Company. The Company agrees to undertake an internal investigation and report its findings and proposed corrective actions within seven (7) days of receipt of odor complaints. The Company agrees and acknowledges that in the event that the Town receives five (5) or more complaints from citizens, within any three (3) month period, with respect to odor impacts that have not been adequately mitigated in relation to the operation of the Establishment, the Company shall be required to meet with the Selectboard, which may require that additional mitigation measures be taken at the Company's sole expense including, but not limited to, having its odor prevention mechanism and technologies reviewed and assessed by Independent Engineer, to address the specific nature of the complaints to the satisfaction of the Selectboard.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, or the conditions of the Special Permit and/or Site Plan Approval, with respect to odor violations.

## **5. Local Opportunities**

The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.

## **6. Security**

Company shall coordinate with the Montague Police Department and the Turners Falls Fire District in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Company will maintain a cooperative relationship with the Montague Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Montague Police Department of any suspicious activities on the site.

## **7. Duration and Termination**

This Agreement shall continue in effect for a term of eight (8) years from the date that the Company first commenced operations at the Facility unless terminated in accordance with the following provisions.

The Town may terminate this Agreement for cause by providing written notice to the Company in the event that: (i) Company with substantial willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Facility, and such violation remains uncured for thirty (30) days following the Town's issuance to the Company of written notice of such violation; (ii) there is any other material breach of the Agreement by the Company, which breach remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; or (iv) the Company's license is revoked by the Commission.

In the event of termination of this Agreement, the Company shall immediately cease all operations at the Facility. The Municipality shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Municipality's intention to discontinue relations with reasonable advanced notice.

## **8. Surety/Closure and Clean-Up**

In the event the Company ceases operations at the Facility for a period greater than sixty (60) days with no substantial action taken to reopen, the Company shall remove all growing materials, plants, chemicals or hazardous materials, and cannabis paraphernalia from the Facility within one-hundred-twenty (120) days of such cessation. The Parties acknowledge that the failure to remove said materials in their entirety and within the timeframe set forth herein will cause actual damage to the Town, which damages are difficult or impracticable to calculate.

## **9. Community Support**

The Company in its sole discretion, may donate funds to local community initiatives in the Town as a good corporate citizen at any time it wishes. Such donations of volunteer time or

money shall not be required, however, as obligations to the Town under this Agreement or otherwise.

**10. Additional Obligations**

Amendments to the terms of this HCA may be made only by written agreement of the Parties.

This Agreement is binding upon the Parties, their successors, assigns, and legal representatives. The Company shall not assign, or otherwise transfer or delegate its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the Town, which consent shall not be unreasonably withheld. In exercising its discretion, the Town may require that the assignee, transferee or successor entity submit all information deemed relevant to such transaction by the Town and reserves the right to require such additional information as the Town deems necessary.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) any other change in majority ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment that requires approval by the Commission.

**11. Notice Requirements**

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To: Town Administrator  
Town of Montague  
1 Avenue A  
Turners Falls, MA 01376

With a copy to: Carolyn M. Murray, Esq.  
Town Counsel  
KP Law, P.C.  
101 Arch Street, 12<sup>th</sup> Floor,  
Boston, MA 02110

To Company: Ezra Hagerty CEO  
Flower Power Growers, Inc.  
180 Industrial Blvd.



**12. Indemnification**

Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, and causes of actions arising out of Company's breach of this Agreement or the gross negligence or misconduct of Company, or Company's agents or employees.

**13. Severability**

If any term or condition of this HCA or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this HCA shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.

**14. Governing Law**

This HCA shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

**15. Representation of Authority**

Each party hereto represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Amendment, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Company is a party or by which the Company may be bound or affected.

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Amendment on behalf of the Party for which he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 5th day of August, 2024.

**TOWN OF MONTAGUE  
SELECTBOARD**

**Flower Power Growers, Inc**

\_\_\_\_\_  
Richard Kuklewicz, Chair

\_\_\_\_\_  
Ezra Hagerty, CEO

\_\_\_\_\_  
Matthew Lord, Vice Chair

\_\_\_\_\_  
Christopher Boutwell, Clerk

## **Attachment A: List of Taxes and Generally Occurring Fees**

Real Estate Taxes

Personal Property Taxes

Tax and Sewer Demand Fees

Sewer User Fees, Which May Include Industrial User Surcharges

Community Preservation Act tax (Not Currently Adopted)

Cannabis Retail Sales Excise Tax

Motor Vehicle Excise Tax

Boat Excise Tax

Meals Excise Tax

Multiple fees charged to excise tax if they go to the deputy collector (driven by MGL Chapter 60 Section 15)

Tax Title Fees (again driven by MGL)

Building Permit Fees

Special Permit and ANR Fees

Health Fees (inspections, non-compliance, vendor fees for events with food trucks, etc.)

Alcohol/Common Victualers/Entertainment Licenses or Permits

Municipal Lien Certificate Fees

Returned Check Fees

Assessors' Fees (for non-compliance with providing personal property information)

Accident Report Fees (charged by police for insurance companies)

Transfer Station Disposal Fees

Betterment Fees (None Presently, for Defined Geographies)

TOWN OF MONTAGUE, MASSACHUSETTS  
AND FLOWER POWER GROWERS INC.

**HOST COMMUNITY AGREEMENT  
FOR THE SITING OF A CULTIVATION AND PRODUCT MANUFACTURING  
ESTABLISHMENT**

THIS CULTIVATION HOST COMMUNITY AGREEMENT (the “Agreement”) is entered into this 1st day of July 2024, by and between Flower Power Growers, Inc., a Massachusetts Corporation with a principal office address of 180 Industrial Blvd. Turners Falls, MA 01376 (the “Company”), and the Town of Montague, a Massachusetts municipal corporation with a principal address of 1 Avenue A, Turners Falls, MA 01376 (the “Town”), acting by and through its Selectboard in reliance upon all of the representations made herein (the Company and Town collectively, referred to as the “Parties”).

WHEREAS, the Town and the Company entered into a Host Community Agreement, dated January 11, 2020 (the “HCA”), to locate and operate a marijuana cultivation establishment, and marijuana product manufacturer establishment (collectively and individually, the “Facility”) at the property known as 180 Industrial Boulevard, Turners Falls, Massachusetts;

WHEREAS, the Company has since established a Tier 3, Indoor, Marijuana Cultivation and Product Manufacturing Facility at the property, and was issued a final license for such operations by the Massachusetts Cannabis Control Commission on June 9, 2022;

WHEREAS, the Company commenced operations at the Facility on October 19, 2023 and wishes to continue operations in the Town;

WHEREAS, Chapter 180 of the Acts of 2022, “An Act Relative to Equity in the Cannabis Industry” (the “Act”), amends G.L. c. 94G, §3 relative to host community agreements and community impact fees effective November 9, 2022;

WHEREAS, the Company has agreed upon the provisions of a Special Permit with Site Plan Review #2020-05 that was granted by the Montague Planning Board and filed with the Montague Town Clerk on December 1, 2020;

WHEREAS, the Company shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, and such approvals as may be issued by the Town in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Cannabis Control Commission issued a Host Community Agreement Determination on June 7, 2024 dictating substantial changes were required to the Host Community Agreement between the Town and the Company dated January 11, 2020, with such required changes being incorporated herein;

WHEREAS, the Company and the Town intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed

operation(s) of the existing Marijuana Cultivator and Marijuana Product Manufacturer; with applicable zoning, laws, bylaws, or ordinances of the Municipality.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Recitals**

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

**2. Community Impact Fees (CIF)**

Intentionally omitted.

**3. Generally Occurring Fees**

Generally occurring fees are those fees which may customarily be imposed by the Municipality on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include but may not be limited to those fees enumerated in Attachment A: List of Taxes and Generally Occurring Fees. The Company concurs and consents to the stated list of Municipality's expected Generally Occurring Fees as may be applicable and is provided herein.

The Company acknowledges and agrees that it is responsible for other taxes and fees that may be imposed by the Turners Falls Fire and Water District, including but not necessarily limited to real estate and personal property taxes, user fees, and inspection and other fees.

**4. Local Concerns**

The Company agrees to employ reasonable efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Establishment, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting(s) relative to the operation of the Establishment. In addition, at the request of the Selectboard, the Company shall hold community forums for discussion with neighboring residences and businesses owners in order to address community feedback and neighborhood concerns with respect to the operation of the Establishment; the Company shall establish or update its written policies and procedures to address concerns raised. Said written policies and procedures shall be presented to the Selectboard and reviewed annually by the Board as part of the Company's annual report to ensure compliance with the policies and procedures and to address any further impacts requiring mitigation. The policies and procedures addressing community impact mitigation adopted by the Company and presented to the Selectboard shall be

incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

The Company further agrees and acknowledges that in the event the Town receives five (5) or more complaints from citizens within any three (3) month period relative to the failure to mitigate conditions relative to the operation of the Establishment, the Company shall be required to meet with the Selectboard if requested by the Town, which may require that additional mitigation measures be taken, at the Company's sole expense, to address the specific nature of the complaints to the satisfaction of the Board.

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance, in the opinion of the Selectboard, to surrounding properties. The Company shall develop an odor mitigation plan and submit the plan to the Town for approval, such approval not to be unreasonably withheld. At a minimum, the Company agrees to implement a dual odor control system at the Establishment. This system will include: (i) an internal building air scrubbing system designed to continuously remove volatile compounds from the greenhouse air during periods of closed (non-actively vented) operations, and (ii) an active vapor control system desired to neutralize odors from ventilation emission points when greenhouse is ventilation is in use. The Company shall ensure proper maintenance of all odor mitigation equipment.

Complaints received by the Town concerning odors leaving the Establishment that are detectable at abutting properties must be addressed thoroughly and expediently by the Company. The Company agrees to undertake an internal investigation and report its findings and proposed corrective actions within seven (7) days of receipt of odor complaints. The Company agrees and acknowledges that in the event that the Town receives five (5) or more complaints from citizens, within any three (3) month period, with respect to odor impacts that have not been adequately mitigated in relation to the operation of the Establishment, the Company shall be required to meet with the Selectboard, which may require that additional mitigation measures be taken at the Company's sole expense including, but not limited to, having its odor prevention mechanism and technologies reviewed and assessed by Independent Engineer, to address the specific nature of the complaints to the satisfaction of the Selectboard.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, or the conditions of the Special Permit and/or Site Plan Approval, with respect to odor violations.

## **5. Local Opportunities**

The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.

**6. Security**

Company shall coordinate with the Montague Police Department and the Turners Falls Fire District in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Company will maintain a cooperative relationship with the Montague Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Montague Police Department of any suspicious activities on the site.

**7. Duration and Termination**

This Agreement shall continue in effect for a term of eight (8) years from the date that the Company first commenced operations at the Facility unless terminated in accordance with the following provisions.

The Town may terminate this Agreement for cause by providing written notice to the Company in the event that: (i) Company with substantial willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Facility, and such violation remains uncured for thirty (30) days following the Town's issuance to the Company of written notice of such violation; (ii) there is any other material breach of the Agreement by the Company, which breach remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; or (iv) the Company's license is revoked by the Commission.

In the event of termination of this Agreement, the Company shall immediately cease all operations at the Facility. The Municipality shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Municipality's intention to discontinue relations with reasonable advanced notice.

**8. Surety/Closure and Clean-Up**

In the event the Company ceases operations at the Facility for a period greater than sixty (60) days with no substantial action taken to reopen, the Company shall remove all growing materials, plants, chemicals or hazardous materials, and cannabis paraphernalia from the Facility within one-hundred-twenty (120) days of such cessation. The Parties acknowledge that the failure to remove said materials in their entirety and within the timeframe set forth herein will cause actual damage to the Town, which damages are difficult or impracticable to calculate. Thus, in the event that such materials are not removed within said timeframe, the Company shall pay to the Town as liquidated damages, and not as a penalty.

**9. Community Support**

The Company in its sole discretion, may donate funds to local community initiatives in the Town as a good corporate citizen at any time it wishes. Such donations of volunteer time or money shall not be required, however, as obligations to the Town under this Agreement or otherwise.

**10. Additional Obligations**

Amendments to the terms of this HCA may be made only by written agreement of the Parties.

This Agreement is binding upon the Parties, their successors, assigns, and legal representatives. The Company shall not assign, or otherwise transfer or delegate its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the Town, which consent shall not be unreasonably withheld. In exercising its discretion, the Town may require that the assignee, transferee or successor entity submit all information deemed relevant to such transaction by the Town and reserves the right to require such additional information as the Town deems necessary.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) any other change in majority ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment that requires approval by the Commission.

**11. Notice Requirements**

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To: Town Administrator  
Town of Montague  
1 Avenue A  
Turners Falls, MA 01376

With a copy to: Carolyn M. Murray, Esq.  
Town Counsel  
KP Law, P.C.  
101 Arch Street, 12<sup>th</sup> Floor,  
Boston, MA 02110

To Company: Ezra Hagerty CEO  
Flower Power Growers, Inc.  
180 Industrial Blvd.  
Turners Falls, MA 01376

**12. Indemnification**

Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, and causes of actions arising out of Company's breach of this Agreement or the gross negligence or misconduct of Company, or Company's agents or employees.

**13. Severability**

If any term or condition of this HCA or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this HCA shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.

**14. Governing Law**

This HCA shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

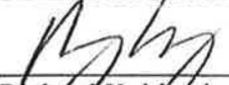
**15. Representation of Authority**

Each party hereto represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Amendment, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Company is a party or by which the Company may be bound or affected.

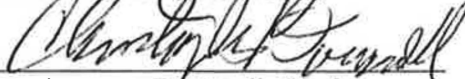
Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Amendment on behalf of the Party for which he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this   1st   day of   July  , 2024.

**TOWN OF MONTAGUE  
SELECTBOARD**

  
\_\_\_\_\_  
Richard Kuklowski, Chair

  
\_\_\_\_\_  
Matthew Lord, Vice Chair

  
\_\_\_\_\_  
Christopher Boutwell, Clerk

**Flower Power Growers, Inc**

  
\_\_\_\_\_  
Ezra Hagerty, CEO



## **Attachment A: List of Taxes and Generally Occurring Fees**

**Real Estate Taxes**

**Personal Property Taxes**

**Tax and Sewer Demand Fees**

**Sewer User Fees, Which May Include Industrial User Surcharges**

**Community Preservation Act tax (Not Currently Adopted)**

**Cannabis Retail Sales Excise Tax**

**Motor Vehicle Excise Tax**

**Boat Excise Tax**

**Meals Excise Tax**

**Multiple fees charged to excise tax if they go to the deputy collector (driven by MGL Chapter 60 Section 15)**

**Tax Title Fees (again driven by MGL)**

**Building Permit Fees**

**Special Permit and ANR Fees**

**Health Fees (inspections, non-compliance, vendor fees for events with food trucks, etc.)**

**Alcohol/Common Victualers/Entertainment Licenses or Permits**

**Municipal Lien Certificate Fees**

**Returned Check Fees**

**Assessors' Fees (for non-compliance with providing personal property information)**

**Accident Report Fees (charged by police for insurance companies)**

**Transfer Station Disposal Fees**

**Betterment Fees (None Presently, for Defined Geographies)**



July 29, 2024

Town/City of Montague  
Chief Executive Officer  
[townclerk@montague-ma.gov](mailto:townclerk@montague-ma.gov)

**HOST COMMUNITY NOTICE:**  
**HOST COMMUNITY AGREEMENT OR WAIVER DETERMINATION**

**WHY IS THE HOST COMMUNITY RECEIVING THIS NOTICE?**

As part of the application review process, the Commission evaluates the compliance of the Host Community Agreement (“HCA”) or HCA Waiver that was submitted with the laws and regulations of the Commonwealth pursuant to M.G.L. c. 94G § 3 (d)(1)-(5); 935 CMR 500.180; and/or 935 CMR 501.180. The Host Community named above is receiving this notice as it is one of the parties to the HCA or HCA Waiver—the other party to the HCA or HCA Waiver is as follows:

<b>Applicant/Licensee Business Name:</b>	Flower Power Growers, Inc.
<b>Application/License Number:</b>	MPR244169/MP281983
<b>Application/License Type:</b>	Renewal License Application
<b>Applicant/Licensee Email:</b>	john@stobierski.com
<b>HCA/HCA Waiver Execution Date:</b>	July 1, 2024

**It has been determined that the parties’ HCA or HCA Waiver that was submitted by the applicant/licensee, and is attached to this notice, was found to be noncompliant.** Please note that the applicant/licensee has received the same information contained within this notice and may have other requirements that need to be addressed notwithstanding noncompliance of the HCA or HCA Waiver.

The noncompliant items or needed information that is required is as follows:

1. 935 CMR 500.180(2)(1)(6): A provision that imposes legal, overtime, or administrative costs or any costs other than a CIF on a Marijuana Establishment with the exception of a Marijuana Establishment's tax obligations or its responsibility for paying routine, generally occurring municipal fees is prohibited.

Additionally, please respond to the following:



2. The Marijuana Product Manufacturing final license date listed on Page 1 of the Host Community Agreement is incorrect.
3. The date the Marijuana Product Manufacturing Commence Operations date listed on Page 1 of the Host Community Agreement is incorrect.

### WHAT ARE YOUR NEXT STEPS?

The Host Community and the applicant/licensee that are parties to the HCA or HCA Waiver may need to renegotiate or rectify the noncompliant issues identified above. Failure to submit a compliant HCA or compliant HCA Waiver may constitute grounds for denial of a renewal application or result in the application remaining incomplete as it relates to new license applications, changes of ownership requests, or change of location requests.

The parties have the following options to come into compliance on this matter:

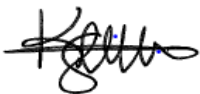
- The parties can correct the noncompliant issues and submit an amended HCA or HCA Waiver;
- The parties also have the option to proceed under an HCA Waiver. The HCA Waiver is located on the Commission's website via the following link: [Forms and Templates - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/forms-templates); or
- Additionally, the parties also have the option to proceed under an executed HCA that conforms with the Commission's Model Host Community Agreement, to be relied on in the interim until the parties come to an agreement. The Model Host Community Agreement is located on our website via the following link: [Forms and Templates - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/forms-templates)

The relevant application has been reopened for the applicant/licensee to submit the updated compliant documentation or other requested information. It is responsibility of the applicant/licensee to provide the Commission with all subsequent documentation and information.

For additional assistance, please review the Commission's Guidance on Host Community Agreements, which is located via the following link: [Guidance Documents - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/guidance-documents)

If you should have questions regarding this notice, please contact the Commission by email at [licensing@cccmass.com](mailto:licensing@cccmass.com).

Sincerely,



Kyle Potvin, Esq.  
Director of Licensing





**IMPORTANT!** This document(s) contains important information that could impact your license application or license. It is critical that you understand the information in this document. Please have it translated immediately.

Spanish:

¡ATENCIÓN! Este documento incluye información importante que podría afectar su licencia o solicitud de licencia. Es fundamental que entienda la información en este documento. Por favor, traducir de inmediato.

Traditional Chinese:

**重要信息！** 本文檔包含可能影響您的執照申請或執照的重要信息。您理解本文檔中的信息這一點至關重要。請立即找人翻譯此文件。

Haitian Creole:

**ENPÒTAN!** Dokiman sa a genyen enfòmasyon enpòtan ladan li ki te ka afekte demann ou pou lisans oswa lisans ou. Li kritik ou konprann enfòmasyon ki nan dokiman sa a. Tanpri fè yon moun tradwi li imedyatman.

Portuguese:

**IMPORTANTE!** Este(s) documento(s) contém informações importantes que podem afetar seu requerimento de licença ou licença. É fundamental que você compreenda as informações contidas nele(s). Obtenha a tradução imediatamente.

CV Creole:

**É IMPORTANT!** Es dokumentu(s) ten informasyon importan ki podi afeta bu pididu di lisensa ou lisensa. É fundamental ki bu kompriendi informasyon nes dokumentu. Pur favor, traduzi imidiatament.

Vietnamese:

**QUAN TRỌNG!** (Các) tài liệu này có chứa thông tin quan trọng có thể ảnh hưởng đến đơn xin cấp giấy phép hoặc giấy phép của quý vị. Điều quan trọng là quý vị phải hiểu thông tin có trong tài liệu này. Hãy dịch nó ngay lập tức.

Yoruba:



**Ó ŞE PÀTÀKÌ!** Ìfitónilétí pàtàkì wà nínú (àwọn) ìwé yìí tí ó lè ní ipa lóri ibéèrè fún ìwé àşẹ tàbí ìwé àşẹ rẹ. Ó şe kókó kí ifitónilétí inú ìwé yìí yé ọ. Jòwó túmò rẹ lójúkan nàà.

French:

**"IMPORTANT !** Ce(s) document(s) contient des informations importantes qui pourraient avoir un impact sur votre demande de licence ou votre licence. Il est essentiel que vous compreniez les informations contenues dans ce document. Veuillez le faire traduire immédiatement."

Greek:

**ΣΗΜΑΝΤΙΚΟ!** Αυτό το έγγραφο περιέχει σημαντικές πληροφορίες που μπορεί να επηρεάσει την αίτηση έκδοσης άδειας ή την ίδια την άδεια. Είναι πολύ σημαντική η κατανόηση των πληροφοριών αυτού του εγγράφου. Παρακαλώ μεταφράστε το άμεσα!

Italian:

**IMPORTANTE!** Questo(i) documento(i) contiene informazioni importanti che potrebbero influenzare la tua richiesta di candidatura o licenza. È fondamentale che tu comprenda le informazioni contenute in questo document. Si prega di farlo tradurre immediatamente.



**PROPOSED PROJECT SCHEDULE  
STRATHMORE MILL ABATEMENT AND DEMOLITION  
MONTAGUE, MA**

**Project Milestones**

**Milestone Dates**

Abatement and Demolition Design	9/1/2024 - 2/28/2025
Contract Documents Available	3/3/2025
Advertise Project	3/3/2025 - 3/10/2025
Pre-Bid Meeting	3/12,13 and 14/2025
Contractor Bids Due	3/28/2025
Contract Award	4/30/2025
Notice to Proceed	4/30/2025
Project Construction / Demolition Phase Period	5/1/2025 - 3/30/2026

J:\M\M5003 Montague\012 Revised Strathmore Mill Demo Design\Strathmore Mill Demolition Project Schedule.docx



225003012  
May 25, 2023  
Revised July 31, 2024

Mr. Walter Ramsey, AICP  
Town Administrator  
Town of Montague  
One Avenue A  
Turners Falls, MA 01376

Re: **Proposal for Building Demolition and Site Redevelopment at the Strathmore Mill Complex, Turners Falls, Massachusetts**

Dear Walter:

It is our understanding that the Town of Montague plans to continue advancing their 2023 Strathmore Mill Redevelopment Master Plan which includes site wide demolition. To support this endeavor, Tighe & Bond was requested by the Town to revisit our initial 2018 Strathmore Mill Site Wide Abatement and Demolition Design and our May 2023 Proposal for Strathmore Mill Building Demolition and incorporate several additional demolition and redevelopment considerations recently made part of the overall project planning initiative. This request also includes incorporating an adjoining land parcel (Parcel 2) into the site wide revitalization plans, adding Buildings 1, 2 and 4 to the demolition scope, and incorporating other post demolition civil/site improvements that were recently developed and made part of the Dietz & Co Architects *March 2023 Visioning Phase Report for the Canal District Master Plan*, which contains several post building demolition revitalization considerations for the property.

In summary, the Town is requesting us to re-visit our initial demolition contract documents and prepare an updated version to include:

- Incorporating the 2019/2020 results of remediation efforts involving extensive asbestos and hazardous materials abatement and stack demolition.
- Adding demolition of Buildings 1, 2, 4 to the demolition scope.
- Assessing the structural design/envelope improvements around Building 9 (hydro plant to remain) and Tail Race 2 which will also remain. Optional considerations for Building 9 demolition will also be assessed.

Our revised scope of services will also include:

- Reevaluating the existing Beneficial Use Determination (BUD) and updating it to include additional building demolition scope and new redevelopment considerations.
- Submitting new historical and wetland/rare species permit applications incorporating the revised demolition scope and Parcel 2.
- Meeting with First Light (property and canal/canal access stakeholders) to discuss their previous review comments and understand their needs associated with the canal retaining wall, the hydro plant to remain, and plans for the utility bridge demolition in which we understand will be undertaken by First Light.
- Advancing the site improvement concepts presented in the Dietz & Co March 2023 Master Plan to a 25% schematic design level.





- Providing reporting and assistance to The Town with respect to the EPA Programmatic requirements which include management of certain project funding.
- Completing an alternatives analysis to determine the feasibility of demolishing Building 9 and constructing a new building on-site or completing significant envelope improvements for Building 9 to remain.
- Adding Construction / Demolition phase on-site management, air sampling and contractor observation in support of the awarding abatement and demolition contractor activities.
- Preparing a revised Opinion of Probable Project Cost (OPPC).

This revised information (with the exception of the post demolition civil/site schematic design) will be incorporated into and made part of a new set of Contract Documents, contingent upon evolving site access/safety requirements. These will serve as a replacement to our 2018 Contract Documents. The revised documents will also include front end Division 0 sections, Town specific contractual requirements and funding source contractual requirements to support the contractor bidding process.

## Scope of Services

**TASK 1 – Incorporate New Demolition Design Elements and Update Contract Documents / Drawing Set.** The Town has identified several site-specific elements that require on-site inspection, followed by incorporating those site findings into the revised contract documents package. Enclosed are details of these additional services to be performed under TASK 1.

**Task 1A - Incorporate Recent Abatement / Demolition Efforts:** Tighe & Bond will incorporate results of remediation efforts stemming from the 2020 site wide asbestos, hazardous materials abatement, and stack demolition contract work into the revised set of 2023 contract documents.

**Task 1B - Incorporate New Demolition Efforts and Division 0 Contract Details:** Tighe & Bond will incorporate requirements for abatement and demolition of Buildings 1, 2 and 4 into the revised set of 2023 contract documents. Part of this effort will include preparation of the “front end” sections of the Contract Documents as needed to support contractor bidding.

Currently our proposal doesn’t include Building 9 pre-demolition asbestos and hazardous materials assessment, preparation of asbestos, hazardous materials, or demolition specification development. Planning these activities is contingent upon the final decision of whether Building 9 will remain and be subject to exterior rehabilitation or be demolished and replaced with new construction.

**Task 1C - Revise Existing Beneficial Use Determination (BUD):** In June 2019, MassDEP issued a Beneficial Use Determination (BUD) permit for the project, as designed at that time (i.e., only partial building demolition), for the use of processed coated/painted concrete and brick rubble materials as backfill on site. Per MassDEP’s BUD permit conditions, that permit expired in June 2021 since there was no activity at the site. With the project change including demolition of Buildings 1, 2, and 4, Tighe & Bond will prepare a revised BUD permit application for submittal to MassDEP for approval. This will require a site visit by Tighe & Bond to review and sample the additional BUD materials to be generated from the future building demolitions. For this proposal, we assume that MassDEP will not require a site visit/meeting during their permit application review process.

**Task 1D - Revise Existing Historical and Wetland/Rare Species Permitting:** As the scope of the project has changed and some previous permits have expired, Tighe & Bond will prepare and submit a new historical filing with MHC and a new Notice of Intent for the revised project. This Task will include incorporating the new site Parcel 2 into the project impacts detailed in the filings. Below is a permit status list and the scope items required to complete the new filings.

**Order of Conditions (OOC) - MA Wetlands Protection Act**

- Issued on 5/13/2019 – Valid through 8/18/2023
  - Our scope includes closeout of the existing Order of Conditions through a Request for Certificate of Compliance, and preparation and submittal of a new Notice of Intent incorporating the revised scope of project impacts. We have included one site visit with the Conservation Commission and attendance at two hearings in support of the project. We have assumed that the Request for Certificate of Compliance and Notice of Intent will be filed concurrently and that the Conservation Commission will hold public hearings on both submittals at the same meeting(s).

**NHESP Determination of No Adverse Effect (MAWPA) / Conditional Approval (MESA)**

- Issued on 5/2/2019 – Valid through 8/7/2025
  - Our scope includes coordination with NHESP to address potential impacts to rare and endangered species. As the project scope has changed, a new filing is required with NHESP.
  - NHESP has dual jurisdiction under both the WPA and the Massachusetts Endangered Species Act (MESA). The submittal is streamlined through the submittal of the new Notice of Intent application.
  - The scope includes a botanical survey for Tufted Hairgrass as required by NHESP in their May 2, 2018 letter in response to the previously filed MESA Review Checklist. Note that the species-specific survey is time sensitive, and the latest in the calendar year that the survey can be completed is early August.

**MHC Determination**

- 5/24/2019 - Determination of Adverse Effect relative to demolition of buildings on the State Register previously received.
  - Our scope includes submission of an updated Project Notification Form, coordination with the MHC and Montague Historical Commission, negotiation of a Memorandum of Agreement, and preparation of revised MHC Inventory Form B. We have assumed that no additional mitigation is required by MHC.

**Task 1E – Building 9 Alternatives Analysis and Canal Wall Evaluation:**

**Alternate 1 - Building 9 to Remain:** Due to the demolition of Buildings 2, 4, and 5, which are directly adjacent and interconnected to Building 9, numerous building envelope improvements will be necessary for it to remain. Additionally, once demolition has been completed the site will be largely backfilled for future re-use. The east and west walls of Building 9 will need to transition from interior to exterior walls while also resisting

significant lateral soil loads. New reinforced concrete walls will need to be constructed adjacent to the existing wall to resist the new forces.

Demolishing Building 2 will require a full replacement of the north wall of Building 9. From our 2018 investigations, it appears the north wall of Building 9 was constructed as part of Building 2, and several openings were cut into the wall to allow access between Buildings 2 and 9. The presence of these openings has already compromised the overall continuity of the wall, and the removal of Building 2 will exacerbate the structural integrity issues further. Therefore, we anticipate that the north side of Building 9 will require a new wall (and likely a new foundation to support the wall).

**Alternate 2 - Building 9 to be Replaced:** To avoid the extensive repairs and reinforcement needed for Building 9 to remain, a second option will be to demolish Building 9, and construct a new building for Eagle Creek. From conversations with Eagle Creek, the new building would not be required to maintain the same volume of space currently in Building 9. However, portions of the building, notably the existing turbine room and penstock, would need to remain.

Tighe & Bond will develop conceptual level drawings for each of the two alternatives outlined above. The new building size, volume, and construction materials will be discussed with both the Town and Eagle Creek to develop a building that meets both Eagle Creek's functional needs and the aesthetic requirements of the mill site. Conceptual floor plans and exterior elevations will be developed to assist in determining the anticipated costs to construct the building.

For Alternate 1, we will develop a conceptual design for the east and west retaining walls, and the new north wall. We will make conservative assumptions on potential allowable soil bearing capacity, and these values will need to be verified in a future design phase.

The replacement of the north wall of Building 9 will be considered an "alteration of space" under the International Existing Building Code (IEBC). This level of alteration under the IEBC will trigger numerous additional building upgrades to comply with the building code. These modifications could include means of egress, lateral bracing, fire protection, and mechanical, electrical, or plumbing improvements. We have currently included a review of the IEBC in this scope and will provide the Town with a summary report of the building modifications that will be required if Building 9 is to remain. The design or detailing of these improvements is currently not included in the scope of this proposal.

We will provide the Town with a technical memorandum outlining our findings for the two alternatives. The memo will include conceptual drawings and our opinion of the probable construction costs for each alternative. Our opinion will include projected asbestos and hazardous materials abatement budgets for each alternative based upon a visual assessment, as abatement design will not be conducted until such time a decision of whether to rehabilitate the exterior walls or demolish the building and replace with new construction is rendered.

**Canal Wall:** We will meet with First Light to conduct further investigations of the canal wall and make recommendations for structural improvements. Due to existing building conditions, the canal wall assessment will be limited to only areas that can be safely accessed. Please note interior access to the Building 9 hydro plant will be required for the evaluation of the wall.

Based on our evaluation of the wall and the proposed site modifications, we will develop schematic sections and details to reinforce the canal wall from the land side. We anticipate

this to be a reinforced concrete wall, similar to that along the east and west sides of Building 9. Also, similar to the design of those walls, geotechnical information will eventually be needed to complete the design of the new walls; therefore we anticipate these details to be advanced to an approximate 25% completion at this time due to the complexity of accessing the areas needed for geotechnical exploration along the canal wall. We recommend that, once final plans for Building 9 are finalized, we would need to revise this Task to include access and implementation of necessary Geotechnical services and final specification/drawing development.

**Task 1F - Coordinate with First Light (Canal, Canal Road and Building 9 Assets):**

To advance the Site Improvements project, it is imperative that a coordination meeting with First Light representatives is planned at the early stages of the project. The focus of this meeting is to understand infrastructure needs associated with the Building 9 assets that will remain. We will also need to understand and incorporate plans associated with the proposed utility bridge demolition spanning over the canal, which will be undertaken by First Light. Lastly, we need to coordinate directly with First Light regarding the results of our Canal wall investigation and the implementation of our proposed recommendations to further stabilize the wall to remain. We understand that First Light will help coordinate these proposed efforts and provide us with plans, drawings and other Canal wall information necessary for us to complete our investigation and formulate our final design. In the event communication between parties is in some way disrupted or does not result in an agreed upon plan to advance certain project elements, we will not be held responsible for delays with deliverables or incomplete design components as a result. We expect that the Town will participate with these discussions and will continue to help advance the planning and coordination necessary between all parties.

**Task 1G - EPA Programmatic Requirements:** With the project funding including EPA Brownfields Cleanup Grant funding, there are EPA Brownfields programmatic requirements associated with the funding use. In general, this includes a Community Involvement Plan (CIP), an Analysis of Brownfield Cleanup Alternatives (ABCA), a Quality Assurance Project Plan (QAPP), and Assessment, Cleanup and Redevelopment Exchange System (ACRES) database quarterly updates and final reporting to EPA, as well as Minority Business Enterprise (MBE)/Women's Business Enterprise (WBE) reporting. Based on our recent correspondence, it is our understanding that the Town will prepare the CIP and will complete MBE/WBE reporting. It is also our understanding that the Town will complete the ACRES reporting, with assistance from Tighe & Bond. Under this task, we have budgeted 20 hours to assist the Town with ACRES reporting over an assumed three-year reporting period starting when Brownfield cleanup grant funding is expended. For the remaining EPA Brownfields programmatic requirement tasks:

- **ABCA:** As part of the Town's EPA cleanup grant application, a "draft" ABCA presents and evaluates various options for the proposed site remediation was required. We have reviewed the draft ABCA that was prepared in October 2023. Working with that document, we will update and finalize that draft ABCA for public review. Tighe & Bond will prepare a public notice of the availability of that document for a 30-day public comment period. For this proposal, we have presumed that the Town will have the notice published in the local newspaper and that the Town will be invoiced directly. During that 30-day public comment period, Tighe & Bond will attend and present at a public meeting with the Town to elicit comments on the ABCA. For this proposal, we assume that the Town will select the venue and format for that public meeting. Following the 30-day public comment period and public meeting, we will finalize the ABCA document for EPA approval.

- **QAPP:** When environmental samples are collected as part of any EPA-funded Brownfields project, recipients shall submit to EPA for approval a QAPP prior to the collection of environmental samples as required by 2 CFR § 1500.11. The QAPP must document quality assurance practices sufficient to produce data adequate to meet project objectives and minimize data loss. Tighe & Bond will prepare a site-specific QAPP which details the building abatement sampling program to be conducted as part of the building demolition at the site. Tighe & Bond will respond to comments and questions from EPA during the review process, and then finalize the QAPP for approval signatures. [Note: Tighe & Bond’s updated Generic QAPP, which requires approval every five years, was recently approved by EPA (in May 2024), so it is valid through 2029.

## **TASK 2 – North End Riverfront Park Design and Site Improvements Schematic Design**

It is our understanding that the Town is seeking further advancement of the master planning associated with riparian area restoration, design of a looped walking path, integration of the 8 Canal Road former silo and foundry foundation elements, and site safety features including fencing and security needs. These design elements were generally established as part of the previous planning project but will be further developed as part of this effort.

In this initial phase of design, we will advance the conceptual site plan and preferred design elements provided by the Town in the 2023 Canal District Master Plan Study for 8 and 20 Canal Road, to a level that will allow us to identify the site constraints and resources, the land use and environmental impacts of the development on those resources, and the appropriate mitigation efforts that will also include safety and security concerns. It is anticipated that the design will include recreational walking paths, vegetation and riparian area restoration, inclusion of remaining site features and safety elements given the site’s location. Using the topographic survey and conceptual layout provided by the Town, we will develop schematic design (SD) level drawings including the following anticipated sheets:

- Legend and General Notes (1 sheet)
- Existing Conditions Plan (2 sheets)
- Site Layout Plan (2 sheets)
- Site Surface Demolition/Preparation Plan (2 sheets)
- Site Grading and Drainage Plan (2 sheets)
- Site Landscape Plan (2 sheets)
- Site Utility Plan (2 sheets)
- Soil Erosion and Sedimentation Control Plan (2 sheets)
- Site Details (2 sheets)

Because the site includes redevelopment and is currently largely impervious, the stormwater design effort for the project will be intended to provide improvements as much as possible, including low-impact design features, such as rain gardens, to treat and mitigate stormwater on the site. The SD drawings will be provided to the Town for review and further coordination with various disciplines as the project advances. In person attendance at two public meetings to present the design and solicit comments is included in the scope of this proposal.

## **TASK 3 – Bidding Phase Support**

We understand the Town will advertise the project (Central Register /CommBuys and local newspaper) and distribute plans, specifications and issue any addenda. Tighe & Bond will

support the bidding phase by providing an advertisement for bidders to the Town, conduct a series of pre-bid contractor visits and prepare up to three Addenda, as needed to support the project. We will also review bids received and provide a recommendation for award. Given the size and complexity of the project we budgeted for three separate, full-day contractor pre-bid visits at the site.

### **Construction/Demolition Phase Management (for Informational Planning Only)**

To satisfy the Town's current request, we have developed a list of anticipated Construction/Demolition services below, which we feel are necessary to adequately support the Town during the Construction/Demolition Phase. Tighe & Bond's Construction Phase services during abatement and demolition projects varies considerably according to the requirements of the project, the Owner's needs and the quality of the contractor awarded the project. Given that we are in the proposal stages of the project, we need to better understand certain scoping items before establishing construction phase budgeting. Examples of these scoping items currently in a state of flux include, but are not limited to (1) MassDEP air sampling protocols and level of project monitoring effort during asbestos roof and window abatement, (2) final structural considerations associated with Building 9, and (3) establishing a final construction phase timeline which is currently estimated at 11 months but could change considerably due to future plans to rehabilitate the only two bridges that provide access the Strathmore Mill.

Once we near the final stages of design, we will re-visit the Construction Phase and establish an overall budget effort necessary to provide an adequate level of Construction Phase efforts. A list of anticipated Construction Phase services follows:

- Pre-Construction meeting(s)
- Pre and Post Contractor Submittal Review
- On-site Asbestos and Hazardous Materials Abatement Observation and Inspections which is likely to require full time onsite presence by a project monitor who will conduct daily inspections and collect/analyze daily air samples as typically required by MassDEP during most types of non-traditional asbestos disturbance activities.
- On-site Structural/Construction Observation associated with Building 9 demolition or for new construction
- On-site management, observation, testing and documentation associated with Task 1C BUD materials placement and BUD Contractor activity
- Placement and maintenance of Wetlands Protection Measures and Controls
- Demolition Observation to include utility terminations, river protection measures, erosion controls, stormwater design construction, and observation/documentation of demolition contractor methodologies
- Project closeout reporting associated with most aforementioned Construction Phase activities

Note: The Contractor shall solely be responsible for their construction means, methods, and safety, as well as for compliance with all local, state and federal laws and regulations governing the work.

## **Services Not Included**

The following services are not currently included in the scope of this proposal. If these services become necessary, we will modify our proposal accordingly.

- Topographic or property survey



- Final structural calculations or analysis of the required structural improvements or modifications to Building 9
- Building 9 Pre-demolition Asbestos and Hazardous Materials Survey or Specification development for Abatement and Demolition
- Construction Phase services
- Subsurface explorations and geotechnical engineering
- Development of MassDEP Non-Traditional Work Plans for the abatement of co-mingled asbestos containing materials
- LSP Services
- Utility relocation design services
- Attendance at Conservation Commission related meetings (including Conservation Commission public hearing(s) and/or site walks) other than those noted
- Rare species surveys in addition to the rare plant survey noted above
- MESA Conservation and Management Permit
- Rare species mitigation plan
- Construction administration or observation services
- Bidding services
- UST closure services
- BUD closure services (including deed recordation and sampling during construction)
- PCB building material sampling
- MHC photographic recordation services
- Preparation of a Stormwater Pollution Prevention Plan and eNOI filing with USEPA (assume that the contractor will develop)
- Meetings beyond what is noted herein

## Fee

Tighe & Bond will perform these services for a lump sum fee of \$197,700, invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Work will be conducted in accordance with a mutually agreed upon Contract with the Town of Montague.

The included schedule and fees are based on the above scope of work and assumptions. The schedule includes reasonable allowances for review and approval times by applicable parties. This schedule may need to be adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by you, or for delays or other causes beyond our reasonable control.

We will commence work upon Notice to Proceed and anticipate a six-month design timeline. For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the Town a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line-item budgets.



**Building Demolition and Site Redevelopment at the Strathmore Mill Complex,  
Turners Falls, Massachusetts**

<b>Task</b>	<b>Description</b>	<b>Projected Labor &amp; Expenses</b>
1A	Incorporate Recent Abatement / Demolition Efforts into New Design	\$9,800
1B	Incorporate New Building Demolition Considerations into the New Design and Prepare "Front End" Division 0 Sections	\$14,000
1C	Revise Existing Beneficial Use Determination (BUD) and incorporate into New Design	\$9,500
1D	Historical and Wetland/Rare Species Permitting for Revised Project	\$54,100
1E	Incorporate Building 9 Improvements (Hydro Plant to Remain) and Canal Wall Structural Assessment	\$45,000
1F	Coordination Efforts with First Light (Canal, Canal Road and Building 9 Owner)	\$4,000
1G	EPA Programmatic Requirements	\$13,500
2	North End Riverfront Park Conceptual Civil/Site Design	\$38,000
3	Bidding Phase Services including Advertisement Documents, three Site Visits, up to three Addenda and Project Award assistance	\$9,800
<b>TOTAL PROJECT FEE</b>		<b>\$197,700</b>

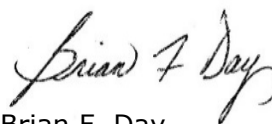
If you have any questions concerning this proposal, please feel free to contact Brian F. Day anytime at 508-989-4957 or at [BFDay@Tighebond.com](mailto:BFDay@Tighebond.com). If this proposal is acceptable please sign the Acceptance section on the following page and forward the entire proposal to us as authorization to proceed.

Very truly yours,

**TIGHE & BOND, INC.**



Daniel P. Rukakoski  
Senior Vice President



Brian F. Day,  
Principal Environmental Scientist



**ACCEPTANCE:**

On behalf of the **TOWN OF MONTAGUE** the scope, fee, and terms of this proposal are hereby accepted.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Enclosures: Montague Standard Engineering Contract and Montague Supplemental Terms and Conditions

J:\M\M5003 Montague\012 Revised Strathmore Mill Demo Design\2024 (July) Revised Strathmore Mill Demolition Proposal\Demolition Proposal 2024 with Scope Upgrades\July 2024 Strathmore Mill Design Proposal Final.docx



**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
THE TOWN OF MONTAGUE  
AND  
TIGHE & BOND, INC.**

THIS AGREEMENT is made this 5th day of August 2024, by and between the Town of Montague, hereinafter called the OWNER and Tighe & Bond, Inc., with offices at 53 Southampton Road, Westfield, MA 01085(herein called the "CONSULTANT"):

The OWNER'S Designated Representative under this contract is:

Name Walter Ramsey Position/Title Town Administrator

Address: 1 Avenue A, Turners Falls, MA

Telephone 413-863-3200

Email : WalterR@montague-ma.gov

The CONSULTANT'S Project Designated Representative under this contract is:

Name Brian F. Day Position/Title Principal Environmental Scientist

Address 120 Front Street, Worcester, MA 01608

Telephone508-471-9603

Email BFDay@tighebond.com

WITNESSETH, for consideration hereinafter set forth, the CONSULTANT AND OWNER hereto agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONSULTANT**

1.1 THE OWNER hereby engages the CONSULTANT, and the CONSULTANT hereby accepts the engagement to perform certain professional services hereinafter described as:

Building Demolition and Site Redevelopment at the Strathmore Mill Complex

**ARTICLE 2. GENERAL CONDITIONS**

The OWNER agrees that all work be done by the CONSULTANT and all materials to be used on the project shall be in accordance with the standards applicable to the relevant professions employed on the PROJECT.

### **ARTICLE 3. SCOPE OF SERVICES**

This scope of services is found in Attachment A titled [“Proposal for Building Demolition and Site Redevelopment at the Strathmore Mill Complex, Turners Falls, Massachusetts”](#) dated 05/23/2023 prepared by [CONSULTANT, as revised July 31,2024](#)

### **ARTICLE 4. CONTRACT PRICE AND PAYMENT**

- 4.1.1 For services performed under this AGREEMENT, the OWNER agrees to pay the CONSULTANT a lump sum fee of \$197,700 for the scope of services described in Article 3 of this AGREEMENT.
- 4.2.1 Payments to the CONSULTANT shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 1% per month.
- 4.3.1 For services performed beyond basic services, (additional services) the CONSULTANT shall be compensated in accordance with the procedure established in Article 13.
- 4.4.1 The OWNER agrees to make payment to the CONSULTANT within thirty (30) days of the invoice date for work completed to the OWNER’S satisfaction. If the OWNER fails to make any payment due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT’S statement therefore, except for just cause, the CONSULTANT may, after giving seven (7) days’ written notice to the OWNER, suspend services under this AGREEMENT. Unless payment is received by the CONSULTANT within seven (7) days of the notice, the suspension shall take effect without further notice. In the event of a suspension of services due to failure of the OWNER to make payment as agreed in this section, the CONSULTANT shall have no liability of the OWNER for delay or damage caused the OWNER because of such suspension of services.
- 4.5.1 Notwithstanding anything in this AGREEMENT to the contrary, any and all payments that the OWNER is required to make under this AGREEMENT shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

### **ARTICLE 5. TERM OF AGREEMENT AND TIME FOR PERFORMANCE**

- 5.1.1 The CONSULTANT will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER and upon receipt of a Notice to Proceed from the Owner. The CONSULTANT agrees to provide services for the duration of work, starting within two weeks of the Notice to Proceed.

### **ARTICLE 6. KEY PERSONNEL**

- 6.1.1 The CONSULTANT shall provide a list of the names and qualifications of individual staff people who will be assigned to the performance of the CONSULTANT’S obligations under this contract.

- 6.2.1 The OWNER shall have the right to require the CONSULTANT to remove any key individual from his or her assignment to this PROJECT for cause. The key individual shall receive reasonable notice of any such action.

**ARTICLE 7. CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS**

- 7.1.1 The CONSULTANT shall not employ consultants, except Key Personnel designated in ARTICLE 6, or assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval of and written consent of the OWNER. The OWNER shall not unreasonably withhold such approval. The OWNER may rescind its consent if a consultant or subcontractor is incompetent, irresponsible, or otherwise unsatisfactory, and the CONSULTANT shall remove such consultant or subcontractor from the work. The OWNER'S written consent shall not in any way relieve the CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates or other work or materials furnished.
- 7.2.1 Except as otherwise provided in this contract, whenever the services of the following consultants are required, the CONSULTANT shall employ them within the basic fee for this project: Surveyors, Structural Engineers, Electrical Engineers, Mechanical Engineers, Civil Engineers, Acoustical Engineers, Architects, Landscape Architects and Designers, Cost Estimators, Code Specialists and Specification Writers. Consultants must be registered in their respective disciplines if the applicable General Law requires registration.
- 7.3.1 When the CONSULTANT receives payment from the OWNER, the CONSULTANT shall within 30 calendar days make payment to each consultant whose work was included in the work for which such payment was received from the OWNER. The OWNER shall have the contractual right to investigate any breach of a consultant's contract and to take corrective measures necessary for the best interest of the OWNER.

**ARTICLE 8. STATUTORY COMPLIANCE**

- 8.1.1 This AGREEMENT will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the AGREEMENT shall conflict with any provisions or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B: Procurement of Goods and Services  
General Laws Chapter 30 Sec. 39 et seq: Public Works Contracts  
General Laws Chapter 149, Sec 44A et seq: Public Buildings Contracts

- 8.2.1 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this AGREEMENT. To whatever extent any provision of this AGREEMENT shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 8.3.1 The CONSULTANT shall exercise due care in accordance with generally accepted standards of professional practice, and perform the work required under this AGREEMENT in conformity with all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the CONSULTANT shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the CONSULTANT'S failure to comply with the provisions of this Article and shall indemnify the OWNER against any liability incurred as a result of a violation of this section, in place at the time of this Agreement's execution.

## **ARTICLE 9. INSURANCE**

### General Liability Insurance

- 9.1.1 The CONSULTANT shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operation the CONSULTANT performs, the CONSULTANT shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury, death and property damage.

### 9.2.1 Automobile Liability Insurance

Automobile Liability \$1,000,000 Combined single limit The CONSULTANT agrees to hold the Town of Montague harmless from the liability of any accidents, deaths or injuries, or destruction of property, caused by or incurred by employees of the CONSULTANT while engaged in the implementation of this contract.

### 9.3.1 Professional Services Liability Insurance

The CONSULTANT shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of One Million Dollars (\$1,000,000) per claim and in the aggregate, and maintain such policy from the time that this CONSULTANT is signed to the date when all construction work designed under this CONSULTANT is completed and accepted by the OWNER. Since this insurance is normally written on a year-to-year basis, the CONSULTANT shall notify the OWNER should coverage become unavailable.

- 9.4.1 The CONSULTANT shall, before commencing performance of this AGREEMENT, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of this AGREEMENT.

- 9.5.1 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with this AGREEMENT. Any cancellation of insurance whether by the

insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the OWNER at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

## **ARTICLE 10. RESPONSIBILITIES OF THE OWNER**

The OWNER without cost to the CONSULTANT, shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

- 10.1.1 Designate in writing a person to act as the OWNER'S representative with respect to work to be performed under this AGREEMENT, such person to have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the work covered by this AGREEMENT.
- 10.2.1 Through its officials and other employees who have knowledge of pertinent conditions, confer with the CONSULTANT regarding both general and special considerations relating to the PROJECT.
- 10.3.1 Assist the CONSULTANT by placing at the disposal of the CONSULTANT all available information pertinent to the PROJECT including previous reports and existing survey data and any other data relative to design or construction of the PROJECT.
- 10.4.1 Waive or pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and obtain such approvals and consents from others as may be necessary for completion of the Project. The CONSULTANT shall assume that the information provided by OWNER is reliable for the purposes of these services. All materials and information provided to the CONSULTANT by OWNER under this contract shall remain the property of OWNER and shall be returned to OWNER upon completion of this contract or upon early termination of this contract
- 10.5.1 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
- 10.6.1 Cooperate with and assist the CONSULTANT in all additional work that is mutually agreed upon.
- 10.7.1 Pay the CONSULTANT for work performed in accordance with terms specified herein.
- 10.8.1 Develop, organize and implement all public information and participation efforts.
- 10.9.1 OWNER does not guarantee the accuracy of information furnished and CONSULTANT must satisfy itself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by OWNER. If the above data are not available or they are in the opinion of CONSULTANT insufficient, CONSULTANT, upon request, may be given authorization to obtain the services of a consultant or perform the work with its own employees. Such consultants shall carry adequate liability insurance. In no case shall



CONSULTANT commence such additional work without prior written authorization of OWNER.

Written consent shall not in any way relieve CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specification, estimates and other work or material furnished.

## **ARTICLE 11. LIMITATION OF LIABILITY AND INDEMNIFICATION**

11.1.1 CONSULTANT shall indemnify and save harmless OWNER and all of its municipal boards, commissions, departments, officers and employees against any suits, claims of liability or expenses for or on account of any injuries to persons or damage to property to the extent that same are caused by the negligent acts, errors or omissions of the CONSULTANT in the performance of this AGREEMENT and/or failure to comply with the terms and conditions of this AGREEMENT, whether by CONSULTANT or its employees, consultants or subcontractors.

### 11.2.1 Hazardous Waste Indemnification's

For the purpose of this AGREEMENT, CONSULTANT shall not be considered an owner or operator of the project site with respect to the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against CONSULTANT, its principals, agents, employees, and consultants unless such claims are based, in whole or in part, upon the negligence, breach of AGREEMENT, warranty, indemnity, or other obligation of CONSULTANT, its principals, agents, employees and consultants.

11.2.2 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the CONSULTANT. The OWNER also warrants that he or she has done his or her best to inform the CONSULTANT of such known or suspected hazardous materials' type, quantity and location.

## **ARTICLE 12. NOTICE**

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

## **ARTICLE 13. EXTENSION OF SERVICES**

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated into written amendments to this AGREEMENT.

## **ARTICLE 14. OWNERSHIP AND USE OF DOCUMENTS**

One (1) reproducible copy of all reports, design drawings, field data, calculations, estimates, and other documents and records (collectively referred to as “documents”) which CONSULTANT prepares as instruments of service shall become the property of the OWNER upon payment in full to CONSULTANT under this AGREEMENT. Any re-use of such documents without CONSULTANT’s written verification of suitability for the specific purpose intended shall be without liability or legal exposure to CONSULTANT or to CONSULTANT’S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the CONSULTANT’S rights under this AGREEMENT.

## **ARTICLE 15. TERMINATION**

- 15.1 The OWNER may terminate this AGREEMENT, without cause, upon ten days written notice to the CONSULTANT. In the event of such termination, the CONSULTANT shall be compensated for all services performed prior to termination.
- 15.2 If the PROJECT is suspended or abandoned in part for more than three (3) months, the CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due.
- 15.3 If the PROJECT is resumed after being suspended for more than nine (9) months, the CONSULTANT’S compensation shall be equitably adjusted.
- 15.4 In the event of termination by the OWNER, the CONSULTANT will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 4 of this AGREEMENT.

## **ARTICLE 16. GENERAL PROVISIONS**

### 16.1 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the CONSULTANT’S services.

### 16.2 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

## **ARTICLE 17. PROVISIONS REQUIRED BY MASSACHUSETTS LAW**

- 17.1 The CONSULTANT hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this AGREEMENT. (Statutory reference: M.G.L. c. 7, §38H (e) (i))
- 17.2 The CONSULTANT hereby certifies that no consultant to or subcontractor for the CONSULTANT has given, offered or agreed to give any gift, contribution or offer of employment to the CONSULTANT, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the CONSULTANT. (Statutory reference: M.G.L. c. 7, §38H (e) (ii))
- 17.3 The CONSULTANT hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the CONSULTANT, has been retained or hired by the CONSULTANT to solicit for or in any way assist the CONSULTANT in obtaining this AGREEMENT upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this AGREEMENT to the CONSULTANT. (Statutory reference: M.G.L. c. 7 § 38H (e) (iii))
- 17.4 The CONSULTANT hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the CONSULTANT filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c. 7, §38H (e) (iv))

## **ARTICLE 18. DISCLOSURE RIGHTS**

OWNER agrees the CONSULTANT has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

## **ARTICLE 19. SUPPLEMENTAL TERMS AND CONDITIONS**

Attachment B, entitled “ATTACHMENT B Town of Montague SUPPLEMENTAL TERMS AND CONDITIONS” is hereby incorporated into this Agreement as non-conflicting terms.

**TAX COMPLIANCE STATEMENT**

Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that \_\_\_\_\_, to my best knowledge and belief, has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Date \_\_\_\_\_

April Lassard, Vice President  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Authorized Official's Signature

Tighe & Bond, Inc.  
Company or Corporation

**NON-COLLUSION STATEMENT**

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that AGREEMENT has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work “person” shall mean any natural person, business, partnership, corporation, union, committee, entity, or group of individuals.

Date \_\_\_\_\_

April Lassard, Vice President

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Authorized Official’s Signature

Tighe & Bond, Inc.

\_\_\_\_\_  
Company or Corporation

**CERTIFICATE OF VOTE**

At a duly authorized meeting of the Board of Directors of

\_\_\_\_\_ held on \_\_\_\_\_,

it was unanimously voted to authorize \_\_\_\_\_

its \_\_\_\_\_ to sign any and all bid and contract documents on

behalf of the Corporation. I further certify that said vote remains in full force and effect and

has not been rescinded or modified as of the date below.

Date \_\_\_\_\_

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Clerk

SEAL:

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

Accepted for the OWNER, TOWN OF MONTAGUE, by its Selectboard:

Accepted for the CONSULTANT, Tighe & Bond, Inc. by:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

April Lassard, Vice President

\_\_\_\_\_

\_\_\_\_\_ Date

August 5, 2024

\_\_\_\_\_ Date

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

By: \_\_\_\_\_  
Accountant, Town of Montague

Date: \_\_\_\_\_



EXHIBIT Attachment A

SCOPE OF WORK

ATTACHMENT B  
SUPPLEMENTAL TERMS AND CONDITIONS

**1. RECORD RETENTION**

**1.1** CONSULTANT will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

**1.2** Samples - All soil, rock and water samples will be discarded 30 days after submission of CONSULTANT's report, unless mutually agreed otherwise or unless CONSULTANT's customary practice is to retain for a longer period of time for the specific type of services which CONSULTANT has agreed to perform. Upon request and mutual agreement regarding applicable charges, CONSULTANT will ship, deliver and/or store samples for OWNER.

**2. OWNERSHIP OF DOCUMENTS**

**2.1** All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of CONSULTANT, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. OWNER acknowledges CONSULTANT's documents, including electronic files, as the work papers of CONSULTANT and CONSULTANT's instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of OWNER upon completion of the services and payment in full of all monies due to CONSULTANT. Under no circumstances shall the transfer of ownership of CONSULTANT's documents, electronic files or other instruments of services be deemed a sale by CONSULTANT and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no case shall ownership of documents include CONSULTANT's logo, signature, professional stamps, templates, base plans, specifications or design details. OWNER's payment to CONSULTANT of the compensation set forth in the Agreement shall be a condition precedent to the OWNER's right to use documents prepared by CONSULTANT. It is understood that OWNER may be required to make copies of documents available to the public under the Freedom of Information Act or the Massachusetts Public Records Law prior to receipt of payment by CONSULTANT

**2.2** Documents provided by CONSULTANT are not intended or represented to be suitable for reuse by OWNER or others on any extension or modification of this PROJECT or for any other projects or sites. Reuse of documents by OWNER or others on extensions or modifications of this project or on other sites or use by others on this PROJECT, without CONSULTANT's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on CONSULTANT's part.

**2.3** Electronic Documents - CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic writeable format. If CONSULTANT provides documents in writeable electronic format for OWNER's convenience, OWNER agrees to waive any and all claims against CONSULTANT resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents provided to the OWNER.

**3. INSURANCE**

**3.1** Risk Allocation - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damage, of any nature whatsoever, the liability of CONSULTANT to all claimants with respect to this PROJECT will be limited to an aggregate sum not to exceed \$1,000,000 or CONSULTANT's compensation for consulting services, whichever is greater, provided, however, that this limitation of liability shall not apply to any loss or damage arising out of CONSULTANT's gross negligence, fraud, willful misconduct or illegal or unlawful acts.

**3.2** Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this Agreement.

**4. DISPUTE RESOLUTION**

**4.1** In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, OWNER and CONSULTANT agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, OWNER and CONSULTANT further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement prior to proceeding to litigation.

**4.2** OWNER agrees that any and all limitations of CONSULTANT's liability, waivers of damages by OWNER to CONSULTANT shall include and extend to the CONSULTANT's officers, partners, and employees and their heirs and assigns.

**5. SITE ACCESS**

**5.1** Right of Entry - Unless otherwise agreed, OWNER will furnish right-of-entry on the land for CONSULTANT to make any surveys, borings, explorations, tests or similar field investigations. CONSULTANT will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for CONSULTANT. If restoration of the land is required greater than those included in the scope of work, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

**5.2** Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by OWNER or OWNER representatives for the site to be investigated. CONSULTANT shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of physically confirmed underground structure locations, OWNER agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

**6. OIL AND HAZARDOUS MATERIALS**

**6.1** If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, outside of any agreed scope of work or greater than those anticipated in any agreed scope of work, CONSULTANT reserves the right to renegotiate the fees for CONSULTANT's services and CONSULTANT's continued involvement in the PROJECT. CONSULTANT will notify OWNER as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

**6.2** The discovery of the existence or possible existence of hazardous materials or substances, outside or greater than any proposed in the agreed scope of work, may make it necessary for CONSULTANT to take accelerated action to protect human health and safety, and/or the environment. CONSULTANT shall notify the OWNER prior to incurring any costs. Upon approval, OWNER agrees to compensate CONSULTANT for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or CONSULTANT's personnel. To the full extent permitted by law, OWNER waives any claims against CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

**7. SITE INVESTIGATIONS**

**7.1** In soils, groundwater, soil gas, indoor air, or other investigations, conditions may vary between successive test points and sample intervals and for locations at or between where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in such evaluations, explorations, or investigations, changed or unanticipated conditions may occur that may affect overall PROJECT costs and/or execution. These variable conditions and related impacts on cost and PROJECT execution are not the responsibility of CONSULTANT.

**7.2** OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to provide information regarding subsurface conditions. Even an agreed sampling and testing program, implemented with appropriate equipment and personnel with the assistance of a trained professional performing in accordance with the applicable professional standard of care, may provide data or information which differs significantly from that discovered or encountered subsequently. Environmental, geological, and geotechnical conditions, that CONSULTANT may infer to exist between sampling points may differ significantly from those discovered or encountered subsequently. The passage of time also should be considered, and OWNER recognizes that due to natural occurrences or direct, or indirect human intervention at or near the site, actual conditions may quickly change. CONSULTANT shall not be responsible for the identification of emerging contaminants for which no current regulatory provisions exists nor shall CONSULTANT be held liable for not identifying or discussing these compounds even if those compounds are detected at a later date. OWNER realizes that these risks cannot be eliminated. The services included in this agreement are those agreed to, or selected,

consistent with OWNER's risk preferences and other considerations including cost and schedule.

**7.3** By authorizing CONSULTANT to proceed with the site investigation services, OWNER confirms that CONSULTANT has not created nor contributed to the presence of any existing hazardous substances or conditions at or near the site. OWNER recognizes that there is an inherent risk in drilling, borings, punching or driving probes, excavating trenches or implementing other methods of subsurface exploration at or near a site contaminated by hazardous materials. Further, OWNER recognizes that these are inherent even through the exercise of the Standard of Care. OWNER accepts the risk and hold CONSULTANT and each of CONSULTANT's subcontractors, consultants, officers, directors, and employees harmless against and all claims for damages, costs, or expenses direct or consequential, in connection with a release of hazardous substances, except to the extent that such claims, damages, or losses are adjudicated to have resulted from CONSULTANT's gross negligence or willful misconduct in the performance of the services.

**8. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES**

**8.1** CONSULTANT has no control over cost or price of labor and materials required to implement OWNER's PROJECT, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty, expressed or implied, that OWNER's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by CONSULTANT. If OWNER wishes additional information as to any element of PROJECT cost, feasibility, or schedule, OWNER at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

**9. CONSTRUCTION PHASE PROVISIONS**

The following provisions shall be applicable should the CONSULTANT be retained to provide Construction Phase Services in connection with the PROJECT:

**9.1** OWNER and Contractor - The presence of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for the obligations, duties, and responsibilities of the OWNER and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

**9.2** Contractor Control - CONSULTANT and CONSULTANT's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in

connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

**9.3 On-site Responsibility** - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to OWNER an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

**9.4 Payment Recommendations** - Recommendations by CONSULTANT to OWNER for periodic construction progress payments to the construction contractor(s) are based on CONSULTANT's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between OWNER and the construction contractors that affect the amount that should be paid.

**9.5 Record Drawings** - Record drawings, if required as part of CONSULTANT's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

**10. SCHEDULE**

**10.1** The OWNER agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants.

**10.2** The CONSULTANT's schedule includes reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the PROJECT. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the OWNER, or for delays or other causes beyond the Consultant's reasonable control.

**11. OWNER's RESPONSIBILITIES**

Unless otherwise stated in the Agreement, OWNER will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and OWNER will make available the land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT implementation.

**12. MISCELLANEOUS TERMS**

**12.1 CORPORATE PROTECTION** - Notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Massachusetts corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

Town of Montague Supplemental Terms& Conditions



**AUTHORIZATION TO DISBURSE**

Invoice # 2022.2023 - 1

Project: Hillcrest Park Construction(6C)  
TOWN OF MONTAGUE FY22.23 CDBG

Contractor: CLAYTON D. DAVENPORT TRUCKING, INC.  
130 Colrain Street, Greenfield, MA 01301

Date: August

Total Contract	267,658.00
Change Order	16,455.00
Total Paid to Date:	51,850.00
Balance:	232,263.00
This Invoice:	<b>104,144.00</b>
Balance:	128,119.00

Work Items Complete: Excavation, Filling and Grading, Site Improvements, Utilities, Cast in Place Concrete for the period up to July 17, 2024.

See attached invoice dated: July 18, 2024	<b>FY22.23 MONT \$104,144.00</b>
-------------------------------------------	------------------------------------------

I reviewed this invoice on 07/18/24 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$51,850.00**.

Director of Community Development – HRA

We hereby authorize the above payment

**TOWN of MONTAGUE (2 of 3 required)**

\_\_\_\_\_  
*Authorized signature*  
Chair, Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard



# PAYMENT APPLICATION

**TO:** Town of Montague  
 1 Avenue A  
 Turners Falls, MA 01376  
 Attn:

**PROJECT NAME AND LOCATION:** Montague Neighborhood Park  
 Montague Hillcrest park  
 Griswold Street

**APPLICATION #** 2  
**PERIOD THRU:** 07/17/2024  
**PROJECT #s:**  OWNER  ARCHITECT  CONTRACTOR

**DATE OF CONTRACT:** 05/30/2024

**ARCHITECT:** The Berkshire Design Group, Inc.  
 4 Allen Place  
 Northampton, MA 01060

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$267,658.00
2. SUM OF ALL CHANGE ORDERS	\$16,455.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$284,113.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$164,204.00
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$8,210.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$8,210.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$155,994.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$51,850.00
8. PAYMENT DUE	<b>\$104,144.00</b>
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$128,119.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$16,455.00	\$0.00
<b>TOTALS</b>	<b>\$16,455.00</b>	<b>\$0.00</b>
<b>NET CHANGES</b>	<b>\$16,455.00</b>	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

**CONTRACTOR:** Clayton D Davenport Trucking Inc  
 By: *Clayton D Davenport* Date: 7/18/24

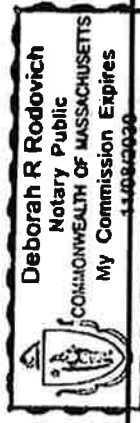
State of: Massachusetts  
 County of: Franklin

Subscribed and sworn to before

me this 18 day of July, 2024

*Deborah R Rodovich*  
 Notary Public: Deborah R. Rodovich

My Commission Expires: November 8, 2030



## ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: \$104,144.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

**ARCHITECT:** *John Saville* Date: 7/18/2024

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION





**Town & Montague / FCRHRA**  
**HILLCREST NEIGHBORHOOD PARK CONSTRUCTION PROJECT**  
**Project: CDF72.23.MONT.00016**

Estimate # 2      1      LS

**Schedule of Values HILLCREST NEIGHBORHOOD PARK CONSTRUCTION PROJECT**

Item	DESCRIPTION	Total Qty	Unit Total Price	Total Bid Price	Quantity This Estimate	Qty to date	Amount this estimate	Amount to date
01-1000	Mobilization & General Requirements	1 LS	\$ 22,000.00	\$ 22,000.00		0.500	\$ -	\$ 11,000.00
31-2000	Site Demolition, Clearing & Grubbing	1 LS	\$ 42,000.00	\$ 42,000.00		1.000	\$ -	\$ 42,000.00
31-2500	Erosion & Sediment Control	1 LS	\$ 3,158.00	\$ 3,158.00		0.500	\$ -	\$ 1,579.00
31-5001	Excavation Filling & Grading	1 LS	\$ 54,500.00	\$ 54,500.00	0.750	0.750	\$ 40,875.00	\$ 40,875.00
32-1216	Bituminous Concrete Pavement	1 LS	\$ 35,000.00	\$ 35,000.00		0.000	\$ -	\$ -
32-1300	Cast In Place Concrete & Precast Curb	1 LS	\$ 14,000.00	\$ 14,000.00	0.250	0.250	\$ 3,500.00	\$ 3,500.00
32-2000	Site Improvements	1 LS	\$ 15,000.00	\$ 15,000.00	0.750	0.750	\$ 11,250.00	\$ 11,250.00
32-9200	Seeding	1 LS	\$ 10,000.00	\$ 10,000.00		0.000	\$ -	\$ -
33-4099	Utilities	1 LS	\$ 72,000.00	\$ 72,000.00	0.750	0.750	\$ 54,000.00	\$ 54,000.00
999 01	Change Order #2 F&I Drainage Structure	1 LS	\$ 16,455.00	\$ 16,455.00		0.000	\$ -	\$ -
	<b>Total Lump Sum</b>		<b>\$ 284,113.00</b>	<b>\$ 284,113.00</b>		<b>0.000</b>	<b>\$ -</b>	<b>\$ -</b>

Total

Total This estimate	\$ 109,625.00
Total to Date	\$164,204.00

**\$284,113.00**

**Total Lump Sum Paid to date 0.5780**



Commonwealth of Massachusetts  
EXECUTIVE OFFICE OF HOUSING &  
LIVABLE COMMUNITIES

Maura T. Healey, Governor ◆ Kimberley Driscoll, Lieutenant Governor ◆ Edward M. Augustus Jr., Secretary

SENT VIA EMAIL

July 22, 2024

Mr. Richard Kuklewicz  
Chair, Select Board  
Town of Montague  
1 Avenue A  
Turners Falls, MA 01376

Dear Mr. Kuklewicz:

On behalf of Governor Maura T. Healey and Lt. Governor Kimberley Driscoll, I am pleased to award the Town of Montague an FFY 2024 Community Development Fund grant in the amount of up to \$938,328 from the Massachusetts Community Development Block Grant (CDBG) Program. Congratulations on being one of the successful applicants.


This award is contingent upon the execution of a CDBG grant contract between the Executive Office of Housing and Livable Communities (EOHLC), formerly Department of Housing and Community Development (DHCD), and the U.S. Department of Housing and Urban Development, as well as on the Town of Montague's execution of a grant contract with EOHLC and the satisfaction of its special conditions and requirements. We will send your grant contract to the contact with signatory authority to complete the Adobe sign process and thereby execute the contract on behalf of the municipality. The Town of Montague may incur pre-agreement costs for administrative and other start-up costs not subject to 24 CFR Part 58, Environmental Review, as of July 1, 2024.

All grantees will be provided guidance regarding grant administration and contract requirements. This will help ensure that all grantees understand their contractual and regulatory obligations before proceeding with activities for which EOHLC has authorized grant funding. If you have any questions concerning this award, please contact Kathryn McNelis, Community Development Manager, Livable Communities Division, at [kathryn.mcnelis@mass.gov](mailto:kathryn.mcnelis@mass.gov).

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. I look forward to working with you to address the Town of Montague's community development needs.

Sincerely,



Edward M. Augustus, Jr.  
Secretary, EOHLA

cc: State Representative Natalie Blais  
State Senator Jo Comerford  
Steven Ellis, Montague Town Administrator