

MONTAGUE SELECTBOARD

MEETING VIA ZOOM

Monday, July 21, 2025

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/82484982338>

Meeting ID: 824 8498 2338 Passcode: 272830 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:00PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Minutes: Selectboard July 7, 2025
3. 6:00 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:02 **Use of Public Property Requests**
 - RiverCulture request for permission for a bike parade related to Fairy Day, Saturday, 8-16-2025. The route is on Avenue A from 62 Avenue A to Peskeompskut Park from 2-2:15pm. Rain date is 8-17-2025
 - Allison Cooke of Montague Elks Lodge Requests use of Public Property for 5K race and 1.4-mile fun run to benefit Montague Elks #2521, on September 13, 2025, from 9:am to 1:00pm, rain or shine.
5. 6:10 **Personnel Board**
DPW
 - Appoint Jason Kingsbury to DPW Grounds Maintenance Lead effective 7/21/2025, Grade F, Step 2 at \$26.70 per hour**POLICE**
 - Accept resignation of Jacob Lapean as Detective and appoint him as Patrolman, Grade P, Step 8 @ \$33.16 per hour. Formerly Detective, Grade D, Step 8 @ \$35.97 per hour
 - Authorize Cell Phone Stipend for Brian Pfister of the Police Department at current rate of \$5.77 per week**LIBRARIES**
 - Accept Resignation of Joshua Lively from Library Building Steering Committee
 - Appoint Sue Richardson as Substitute Library Assistant for the Montague Public Libraries, filling as necessary for library staff who have called out, \$15.00/hour, effective 7/22/2025
 - Appoint Elaine Moe as Substitute Library Assistant for the Montague Public Libraries, filling as necessary for library staff who have called out, \$15.00/hour, effective 7/22/2025
 - Appoint Amy Love as Substitute Library Assistant for the Montague Public Libraries, filling as necessary for library staff who have called out, \$15.00/hour, effective 7/22/2025

Montague Selectboard Meeting

July 21, 2025

Page 2

- Appoint Kimber Gray as Community Relations Coordinator for the Montague Public Libraries, 13.5 hours/week, \$25.01/hour effective 7/22/2025
- Appoint Lisa Davol to Library Building Steering Committee
- Authorize Cell Phone Stipend for Caitlin Kelley of the Montague Public Libraries at current rate of \$5.77 per week

6: 6:30 **Liquor Licensing Hearing, El Nopalito Restaurant, 196 Turners Falls Rd, Montague**

- Alteration to the on premise All Alcoholic Beverages Liquor License (Restaurant). The proposed 281 square foot patio area will be located on the south side of the building with a seating capacity of up to 32 patrons. The floor plan is available in the Selectboard's Office.

7. 6:40 **Informational Presentation and Discussion on Montague's potential participation in Climate Leader Communities Program (With Montague Energy Committee)**

8. 7:00 **Cable Television License Renewal Public Hearing (With Cable Advisory Committee)**

- Held in accordance with 207 CMR 3.05 to review the terms of a proposed cable television renewal license agreement with Comcast of Massachusetts/Virginia Inc.

9. 7:15 **Assistant Town Administrator's Business**

- Authorize agreement with Weston & Sampson for First Street Remediation oversight services. Contract value is \$49,980 to be funded by Chapter 40R Zoning Incentive Payment.
- Authorize contract with All Star Abatement, Inc. For hazardous material abatement services at Strathmore Footbridge. Contract value is \$38,000.00 to be funded by Town Meeting appropriation.
- Approve letter of thanks to Rep. Natalie Blais and Rep. Susannah Whipps for \$50k earmark to Gill-Montague Council on Aging
- Request authorization to apply for MassDEP State Revolving Fund loan program for Collections System Rehab – Phase 2
- Request authorization to apply for Municipal Decarbonization Planning Assistance Grant from Massachusetts Department of Energy Resources (DOER)
- Announce selection of intersections at Main & School Street in Montague Center for rectangular rapid flashing beacons provided by MassDOT
- Parking lot re-paving updates: Third Street, Fourth Street, Hillcrest School, Town Hall
- Downtown District Coordinator update
- Other Updates

Montague Selectboard Meeting

July 21, 2025

Page 2

10. 7:30

Town Administrator's Business

- Vote on plan to transition non-union employees to new FY26 wage and classification plan
- Authorize Letter of request to Franklin County Technical School to continue the tree nursery and arboriculture training program
- Topics not anticipated in the 48-hour posting requirements

Next Meeting:

- Selectboard, Monday, August 4, 2025, at 6:30PM, 1 Avenue A, Turners Falls, MA and via ZOOM

4A



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: 413-863-3200 ext. 115

Name of organization: River Culture

Name of legally responsible person: T. O. M.

Location of assembly: Avenue A

Date of assembly: Sat. Aug 16, 2025 (Rain date 8/17)

Time of assembly: Begin: 2pm End: 2:15pm

Number of expected participants: 30

If a procession/parade: 62

Route: Avenue A from LOT to Peskeompskut park

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: Bike Parade in conjunction w/ Fairy Day.

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

Signatures: [Signature]

Police Chief: _____ Date: 7-7-2025

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____



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: Allison COOKE Alliepage13@gmail.com
Address of applicant: 8 Bulkeley St. Turners Falls, MA 01376
Phone # of applicant: 413-824-6797
Name of organization: MONTAGUE EIKS Lodge #2521
Name of legally responsible person: Allison COOKE
Location of assembly: 1 EIKS AVE, Turners Falls, MA (start + endpoint)
Date of assembly: Saturday, September 13, 2025 RAIN or SHINE
Time of assembly: Begin: 9:00 AM End: 1:00 PM
Number of expected participants: ~50

If a procession/parade:

Route: See Attached for course map

Number of people expected to participate: ~50

Number of vehicles expected to participate: NONE

Subject of demonstration: 5K race and 1.4 mi fun run to benefit
MONTAGUE EIKS #2521, First annual race.

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

Signatures:

Police Chief:

[Signature]

Date:

July 16, 2025

Comments/Conditions:

may need police detail officer

Board of Selectmen, Chairman:

Date:

Comments/Conditions:

Town of Montague

Personnel Status Change Notice

Authorized Signature: _____

Employee # 1983**General Information:**Full name of employee: Jason Kingsbury Department: DPWTitle: DPW Grounds Maintenance Lead Effective date of change: 07/21/2025**New Hire:**Permanent: Y N If temporary, estimated length of service: _____

Hours per Week: _____ Union: _____

Pay: Grade Step Wage Rate: _____ (annual/ hourly/ monthly)

Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:Union: UEOld Pay: Grade H Step 3 Wage Rate: \$23.34 (annual/ hourly)New Pay: Grade F Step 2 Wage Rate: \$26.70 (annual/ hourly)

Notes:

Termination of Employment:

Resignation: _____ Layoff: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

_____ Other/Specify: _____ Termination Date: _____

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board



Montague Police Department
180 Turnpike Road
Turners Falls, MA 01376

(413) 863-8911
 (413) 863-3210 (fax)

Chief Christopher P. Williams



To: Chief Christopher Williams, Staff Sergeant Deery and Detective Sergeant Joshua Hoffman
 From: Detective Jacob Lapean
 RE: Returning to patrol
 Date: 0711/2025

Over the past few months I have come to the realization that I have missed the police work that I have been undertaking as a patrol officer and an FTO. I have enjoyed my six years in the Detective Bureau as well as the Task Force as I have made countless lifelong professional contacts and friends. My time in both entities has advanced my skills as a police officer as well as my career and I have gained many years of valuable experience.

I am forever grateful for the opportunity you have bestowed upon me and this decision was not easy to make and thought over countless times. I do believe it is in mine, the Town of Montague and the Department's best interest if vacate my position in the Detective Bureau at this time and return to a patrol position.

I am at a point in my career and my personal life where I know this is the best choice for me. I believe this decision will help me focus on my priorities in this career and ultimately where I want this job to take me leading to a supervisory position in the future. Thank you.

Respectfully submitted,

Officer Jacob W. Lapean
 Montague Police Department

Town of Montague
Personnel Status Change Notice

Authorized Signature: _____

Employee # 1453

General Information:

Full name of employee: Jacob Lapean

Department: MPD

Title: Patrolman

Effective date of change: 7-20-25

New Hire:

Permanent: Y N If temporary, estimated length of service: _____

Hours per Week: _____ Union: _____

Pay: Grade _____ Step _____ Wage Rate: _____ (~~annual~~/ hourly)

Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: NEPBA

Old Pay: Grade D Step 8 Wage Rate: 35.97 (~~annual~~/ hourly)

New Pay: Grade P Step 8 Wage Rate: 33.16 (~~annual~~/ hourly)

Notes: _____

Termination of Employment:

Resignation: _____ Retirement: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

_____ Other/Specify: _____

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board

_____ Town Clerk



Montague Police Department
180 Turnpike Road
Turners Falls, MA 01376

(413) 863-8911
 (413) 863-3210 (fax)



CELL PHONE STIPEND AUTHORIZATION REQUEST

Application Date: 7-6-25

Employee Name:

Brian Pfister

Department:

Montague Police

Please estimate work time percentage spent "out of office" weekly/monthly.

50 % (weekly)

50 % (monthly)

Prioritize those situations which are critical to your being reached while out of the office. It will be expected that cell phones are on while away from your office.

A lot of Sensitive information that can't be shared by radio is communicated by cell phone. Cell phones are also necessary so the officer can be reached when there is an emergency taking place or vacant shifts that need to be filled.

Supervisors need to be able to make contact with the officers at all times to discuss cases, investigations and share pertinent information so cell phones are a very important piece of electronic communication equipment for our agency.

Chief of Police

Do you currently use a cell phone for work purposes?

YES

☒

NO

☐

If yes, estimate how many minutes per month? _____

Reserved for use by Board of Selectmen:

Approved by Selectmen:



Effective Date: _____

Disapproved by Selectmen:



Voted: _____

Current Rate: \$5.77 a week

Joshua Lively
194 Turnpike Road
Montague Ma
01351

July 1st, 2025

Dear Montague Selectboard,

I am resigning from the Library Building Steering Committee. I am unable to devote the time to it that it deserves. Apologies.

Josh Lively

A handwritten signature in cursive script that reads "Joshua Lively". The signature is written in dark ink and is positioned below the typed name "Josh Lively".

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

Employee # 1984

Board Authorizing **Appointment**: Selectboard Meeting Date: 7/21/2025

Authorized Signature: _____

Board Authorizing **Wages**: Selectboard Meeting Date: 7/21/2025

Authorized Signature: _____

General Information:

Full name of employee: <u>Sue Richardson</u>	Department: <u>Libraries</u>
Title: <u>Substitute Library Assistant</u>	Effective date of hire: <u>7/22/2025</u>

New Hire:

Permanent: <u>Y</u> <u>N</u>	If temporary, estimated length of service: _____
Hours per Week: <u>0</u>	Union: <u>N/A</u>

Wages:

Union: N/A

Wages: Grade _____ Step _____ Wage Rate: \$15.00 (annual/ **hourly**)

Notes: Substitutes don't work regular hours, but cover the circulation desk when regular Assistants take sick or vacation time.

Copies to:

____ Employee
____ Treasurer
____ Town Clerk

____ Department
____ Accountant

____ Board of Selectmen
____ Retirement Board

[REDACTED]
[REDACTED]
June 13, 2025

Caitlin Kelley, Library Director
Montague Public Libraries
201 Avenue A
Turners Falls, MA 01376

Dear Ms. Kelley,

I am writing to express my keen interest in the Substitute Library Assistant position available at the Montague Public Libraries. Considerable customer service experience I bring to the position includes responding to inquiries, requests and complaints by students, parents, applicants, potential applicants, faculty and staff for over 20 years in various roles at UMass Amherst; providing information regarding my traditionally woven birch bark creations and their sales for 10 years. In my earlier work, I provided back-up, in-person and telephone reception and client check-in at an outpatient mental health clinic for 6 years. My computer skills are current with MS Office—Word, Excel, Outlook and Teams as well as utilizing university-specific database systems and Admissions software. I am organized, detail- and task-oriented, and happy to work autonomously as well as part of a team. I believe I am well-suited to the Substitute Library Assistant position because I find it fulfilling to be of assistance and libraries welcoming places of discovery, connection, and community.

References you may wish to contact:

Erin Bernard, Director of First-Year Admissions
UMass Amherst ebarnard@admissions.umass.edu, 413-545-0376

Becky Schneider, Principal Academic Advisor, Dept. of Psychological & Brain Sciences
UMass Amherst schneider@umass.edu, 413-545-0691

Karin Cooley-Sanieski, Assistant Director of Retention & Academic Success,
School of Public Health & Health Sciences, UMass Amherst ksanieski@umass.edu, 413-545-2811

I look forward to meeting with you regarding the Substitute Library Assistant position at the Montague Public Libraries. My contact information:

eisisu@msn.com (primary email); ejmsisu@gmail.com, and phone, 413-522-0538.

Thank you for your consideration of my application.

Sincerely,

Elaine J. Moe

Elaine J. Moe

[REDACTED]
[REDACTED]

November 2021 - present
Seasonal Reader (post-retirement)
Part-time, temporary, remote position to read applications via SLATE software for first-year admission and recommend admissions decisions. Seasonal time frame is Nov. - Feb.; re-hired each reading season.

Undergraduate Admissions Office
University of Massachusetts Amherst

November 2009 - December 2020
Academic Advisor
Advise students regarding major and course selection, college and university requirements, degree completion, college and university policies and regulations; manage New Student Orientation (NSO) for the College of Natural Sciences (CNS); conduct NSO trainings of CNS faculty, professional, and student staff; render decisions on student petitions for exceptions to academic regulations and update student database (SPIRE); dean's signatory on forms regarding college requirements; authorize CNS graduation clearance. Respond to inquiries from students, parents, faculty and staff.

College of Natural Sciences (CNS) Advising Center
University of Massachusetts Amherst

September 2008 - November 2009
Assistant Director, Transfer Admission
Counsel prospective students and families regarding transfer admission and application process; read applications for undergraduate transfer admission and render admissions decisions; represent university at college fairs; determine applicability of transfer coursework to university General Education requirements; liaise with academic departments regarding post-graduate second bachelor degree applicants. Respond to inquiries from students, parents, faculty and staff.

Undergraduate Office of Admissions
University of Massachusetts Amherst

November 1997 - September 2008
College Advisor
Review undergraduate academic records and advise students in the 3 Colleges of Arts & Sciences regarding degree requirement completion and college and university regulations; colleges' dean's signatory for prior approval of coursework taken elsewhere; authorize college graduation clearances; supervise work-study students. Data entry using university student database software. Respond to inquiries from students, parents, faculty and staff.

Colleges of Arts & Sciences Advising Center
University of Massachusetts Amherst

September 1991- November 1997

Valley Human Services, Ware, MA

Office Assistant

Part-time, data entry for outpatient mental health billing; verify insurance eligibility; tape transcription of therapist session notes. Provide back-up telephone and in-person reception, customer service, and client appointment check-in. Alphabetize and file client records and related confidential materials. Research denied claims, resolve discrepancies, re-bill services to insurance.

1987 – 1990

Colleges of Arts & Sciences Advising Center

Coordinator, Academic Advising

University of Massachusetts Amherst

Manage daily operations of the Advising Center's intake area. Advise students regarding course selection, change of major, college and university requirements. Data entry using university student database software. Schedule and monitor 16-20 faculty advisors; train and supervise 12-16 student peer advisors. Compile, edit and produce an advising handbook. Provide logistical and course registration assistance for freshman and transfer new student orientation. Respond to inquiries from students, parents, faculty and staff.

Education: B.A., English

University of Massachusetts Amherst

Interests and activities:

2013 to present: Birch bark weaver in the Finnish/Scandinavian/Russian tradition. Grant recipient, teacher, student, craftsperson, entrepreneur and owner of small business Finnique, established 2024 to promote the particular birch bark basketry of interest to me.

Member, Finnish Center at Saima Park, Fitchburg, MA 2003 - present

Finnish American Reporter correspondent 2006 - 2009

Quabbin Community Band 1999 - 2005, member - clarinet; Ad Campaign manager and Program Book producer

Poetry, reading, gardening, knitting, walking

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

Employee # 1984

Board Authorizing **Appointment**: Selectboard Meeting Date: 7/21/2025

Authorized Signature: _____

Board Authorizing **Wages**: Selectboard Meeting Date: 7/21/2025

Authorized Signature: _____

General Information:

Full name of employee: <u>Elaine Moe</u>	Department: <u>Libraries</u>
Title: <u>Substitute Library Assistant</u>	Effective date of hire: <u>7/22/2025</u>

New Hire:

Permanent: <u>Y</u> <u>N</u>	If temporary, estimated length of service: _____
Hours per Week: <u>0</u>	Union: <u>N/A</u>

Wages:

Union: N/A

Wages: Grade _____ Step _____ Wage Rate: \$15.00 (annual/ **hourly**)

Notes: Substitutes don't work regular hours, but cover the circulation desk when regular Assistants take sick or vacation time.

Copies to:

____ Employee
____ Treasurer
____ Town Clerk

____ Department
____ Accountant

____ Board of Selectmen
____ Retirement Board

Amy H. Love

June 16, 2025

Caitlin Kelley, Library Director
Montague Public Libraries
201 Avenue A
Turners Falls, MA 01376

Dear Ms. Kelley,

Please accept this letter in application for the Substitute Library Assistant position at the Montague Public Libraries. In various library positions, I have successfully completed the tasks listed in the Substitute Library Assistant job description. Additionally, I used a wider range of skills as a Library Technician in an academic library. I participated in collection development, the acquisition and accession processes and provided technical and circulation services to students, faculty, staff, campus community, and visitors. As a Child and Family Program Assistant at a local public library, I designed, planned, promoted and facilitated *Crafternoon* – an interactive weekly literacy and art-making event. I performed a similar role as a Substitute Story Time Facilitator at the Carnegie Library for a brief time.

Wherever I work, the keys to my success are respect, engagement, inclusivity, and organization. I am adaptable, curious, and outgoing. Throughout my career, I have derived great satisfaction from working with people. Facilitating connections for all patrons between questions and answers is very rewarding. I have excellent customer service skills. I have collaborated with colleagues, which has been very gratifying.

Thank you very much for the time you have taken to read my application materials. I am excited to discuss with you how my work experience will support the Montague Public Libraries as a Substitute Library Assistant. I look forward to hearing from you.

Best Regards,

Amy H. Love

Amy H. Love

Employment

- **Library Technician**, Frank L. and Helen Childs Boyden Library, Deerfield Academy, Deerfield, MA 2023-2025
Collaborated with Library Staff, participated in acquisition and accession process, collection development, budget and finance process, provided technical and circulation services to students, faculty, staff, campus community, and visitors; served as main point of contact for library users; provided insight into catalog and library usage, troubleshoot minor technology issues, and contributed to the cataloging process, Innovation Lab (classroom and student makerspace): demonstrated equipment (multi-function device, laminator, poster printer), tools and materials, ordered and restocked materials, received and organized deliveries, kept makerspace organized to support efficient use.
- **Substitute Library Assistant**, Greenfield Public Library, Greenfield, MA 2023
Performed circulation tasks using Evergreen software, provided information and assistance to library patrons, shelved materials, and responded to inquiries, requests and complaints.
- **Child and Family Program Assistant**, Buckland Public Library, Buckland, MA, 2022 – 2023
Designed, planned, promoted and facilitated *Crafternoon* – an interactive weekly literacy and art-making event, performed circulation duties using Evergreen software, provided assistance to library patrons and helped with general library duties.
- **Saturday Stories at the Stone Library**, Shelburne Free Public Library, Shelburne, MA 2022 – 2023; Contracted to design, plan and facilitate *Saturday Stories at the Stone Library* – an interactive weekly literacy and art-making event.

Education

- **Master of Education Coursework**, Massachusetts College of Liberal Arts
- **Bachelor of Fine Arts**, Massachusetts College of Art, Photography, Graduated with Honors
- **Associate of Arts**, Liberal Arts/Art Concentration, Greenfield Community College

Service to Community

- Buckland Public Library Board of Trustees
- Mary Lyon Foundation Board of Directors
- Buckland Public Library Building Committee

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

Employee # 1984

Board Authorizing **Appointment**: Selectboard Meeting Date: 7/21/2025

Authorized Signature: _____

Board Authorizing **Wages**: Selectboard Meeting Date: 7/21/2025

Authorized Signature: _____

General Information:

Full name of employee: <u>Amy Love</u>	Department: <u>Libraries</u>
Title: <u>Substitute Library Assistant</u>	Effective date of hire: <u>7/22/2025</u>

New Hire:

Permanent: <u>Y</u> <u>N</u>	If temporary, estimated length of service: _____
Hours per Week: <u>0</u>	Union: <u>N/A</u>

Wages:

Union: <u>N/A</u>
Wages: Grade ____ Step ____ Wage Rate: <u>\$15.00</u> (annual/ hourly)
Notes: Substitutes don't work regular hours, but cover the circulation desk when regular Assistants take sick or vacation time.

Copies to:

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

Monday, June 2, 2025

Dear hiring committee,

I love public libraries. I especially love *to talk about* public libraries. That's why I am thrilled to apply for the Community Relations Coordinator position at Montague Public Libraries. With almost a decade of experience in marketing for public libraries and nonprofit organizations, I am confident I will excel in this role and prove an excellent addition to your team.

Before moving to Massachusetts, I managed the marketing department of the Jessamine County (Kentucky) Public Library. This dynamic position was essential to connecting diverse information seekers to library resources, requiring strategic communication and a knack for building meaningful relationships in the community. I used empathy and creativity to *spread the word* in memorable ways. For example, I once mailed postcards about WiFi hotspots to pin-pointed neighborhoods with limited internet access according to Census data. I also worked with local government officials to print fine-free announcements on residents' utility bills.

I certainly practiced balancing competing priorities, a necessary ability for your Community Relations Coordinator. In addition to marketing and supervisory duties, I served on the Web Content Team—performing content audits and usability studies—and the Leadership Team—training staff on customer service expectations, among other projects.

Prior to committing to public librarianship, I worked in marketing for a grassroots nonprofit organization with a mission to encourage literacy and the literary arts. For six years, I managed the organization's website and social media channels, created email newsletters, designed posters and pamphlets, coordinated and designed a seasonal brochure, and much more. I worked closely with my colleagues to host large-scale community events that often attracted more than 300 guests.

I am excited to bring this creativity, energy, and attention to detail to your team.

What distinguishes me from other candidates is that I am a marketer *and* a librarian. As the Community Relations Coordinator, I will apply my knowledge of public library procedures, resources, and professional tenets to concisely, effectively, and tactfully communicate on behalf of the Montague Public Library.

I am grateful for your time and consideration. I look forward to discussing how I can contribute my experience in library marketing and passion for excellent library service to the Montague Public Libraries. Please be in touch at your convenience to arrange an interview.

Sincerely,

Kimber Gray

Kimber R. Gray
(859) 200-1067

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

Employee # 1984

Board Authorizing **Appointment**: Selectboard Meeting Date: 7/21/2025

Authorized Signature: _____

Board Authorizing **Wages**: _____ Meeting Date: 7/21/2025

Authorized Signature: _____

General Information:

Full name of employee: Kimber Gray Department: Libraries

Title: Community Relations Coordinator Effective date of hire: 7/22/2025

New Hire:

Permanent: Y N If temporary, estimated length of service: _____

Hours per Week: 13.5 Union: NAGE

Wages:

Union: NAGE

Wages: Grade G Step 3 Wage Rate: \$25.01 (annual/ hourly)

Notes: Kimber has a master's degree in library science as well as 9 years of applicable experience for the Community Relations Coordinator position

Copies to:

____ Employee

____ Department

____ Board of Selectmen

____ Treasurer

____ Accountant

____ Retirement Board

____ Town Clerk

Name: **DAVOL, LISA**

MONTAGUE APPOINTED OFFICIAL

NAME: _____ Lisa Davol _____

DATE: _____ July 21, 225 _____

COMMITTEE: _____ Library Building Steering Committee _____

TERM: _____ Upon Completion _____

TERM EXPIRATION: _____ Upon Completion _____

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 07/22/25

DAVOL, LISA _____ personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **Library Building Steering Committee** according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

CELL PHONE STIPEND AUTHORIZATION REQUEST

Application Date: 7/15/2025

Employee Name:

Caitlin Kelley

Department:

Libraries

Please estimate work time percentage spent "out of office" weekly/monthly.

10-20 % (weekly)

10-20 % (monthly)

Prioritize those situations which are critical to your being reached while out of the office. It will be expected that cell phones are on while away from your office.

I already use my cellphone for the following scenarios:

1. In case there is an emergency at any of the three libraries, and I am offsite or not at my desk.
2. In the case that a staff member calls out and I need to be kept abreast of or assist with finding desk coverage.
3. If a Library trustee/contractor/vendor/colleague/or staff members needs to reach me while I'm at another branch, at an offsite meeting, and/or it's before or after my regular work hours

Do you currently use a cell phone for work purposes? YES _____ NO _____

If yes, estimate how many minutes per month? __including texting, at least 120-180__

Reserved for use by Board of Selectmen:

Approved by Selectmen:

☐

Effective Date: _____

Disapproved by Selectmen:

☐

Voted: _____

PUBLIC HEARING

In accordance with the provisions of Chapter 138, General Laws, as amended, the Inhabitants of the Town of Montague are hereby notified that El Nopalito Restaurant, LLC. d/b/a El Nopalito Jahmes Campos Peters as manager, has applied for an alteration to the on premise All Alcoholic Beverages Liquor License (Restaurant). The premise is located at 196 Turners Falls Road, Montague, MA consisting of a free standing one story building with kitchen, prep and dining area and walk in cooler. Ingress and egress on east, south and north sides of building. The proposed 281 square foot patio area will be located on the south side of building with a seating capacity of up to 32 patrons. The floor plan is available in the Selectboard's Office.

Date and place of hearing: Monday, July 21, 2025 at 6:30 P.M. via ZOOM. Link is available on Town's website calendar.

<https://montague-ma.gov/d/13696/Selectboard-Meeting>

Montague License Commissioners

1. BUSINESS ENTITY INFORMATION

EL Nopalito LLC
Entity Name

Montague
Municipality

001-4-122-4410
ABCC License Number

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Minor alteration of premises, add outdoor furniture for dining outside
in existent patio area.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Jahmes Campos Peters Owner
Name Title

petersjahmes@yahoo.com 413-834-7887
Email Phone

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATION

Please summarize the details of the alterations and the alterations and highlight any specific changes from the last – approved premises.

We currently possess a outdoor pation are alongside the restaurant that simply
needs some sprucing up and outdoor tables & chairs to make dining outside
a great option for our community.

2B. PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

please see attached floor plan.

281 ^{ft²}

Total Sq. Footage

1

Number of Entrances

32

Seating Capacity

2

Number of Exits

1

Occupancy Number

1

Number of Floors

3. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (e.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises.

☐ Own ☒ Lease ☐ Tenant at Will

Jorge Naranjo

Landlord Name

413-512-3269

Landlord Phone

Landlord Email

196 Turners Falls Rd, Montague, MA, 01351

Landlord Address

8/01/2023

Lease Beginning Date

\$1,500.00

Rent per Month

12/31/2026

Lease Ending Date

\$18,000.00

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? ☐ Yes ☒ No

BUILDING DEPARTMENT SIGN OFF:

I have reviewed the application being submitted by EL NARANJO to
(Business name and location)
the License Commission.

All necessary permits and approvals from the Building Department have been issued.

Application meets Zoning requirement? ☒ Yes ☐ No

[Signature]

Superintendent of Buildings or designee signature

7/1/25
Date

APPLICANTS STATEMENT

I,  the: ☒ Sole Proprietor; ☐ Partner; ☐ Corporate Principal; ☒ LLC/LLP
(Authorized Signatory)

Manager of EL Nopalito LLC
(Name of the Entity/Corporation)

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature  Date 7/01/2025
Title: Owner

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provide above.

- The purpose of this request is to obtain approval for adding furniture to an existing patio area alongside the restaurant for outdoor dining.
- Current Outdoor Cameras are in place to ensure everyone's Safety.
- Staff members will remain with customers during outdoor dining hours to maintain Security and Service

ENTITY VOTE

The Board of Directors or LLC Managers of EL Nopalito LLC
(Entity Name)

Duly voted to apply to the Licensing Authority of Montague and the
(City/Town)

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 7/01/2025
(Date of meeting)

For Alteration of Licensed Premises

"VOTED: To authorize James Campos Peters
(Name of Person)

To sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

(For Corporations ONLY)

A true copy attest:

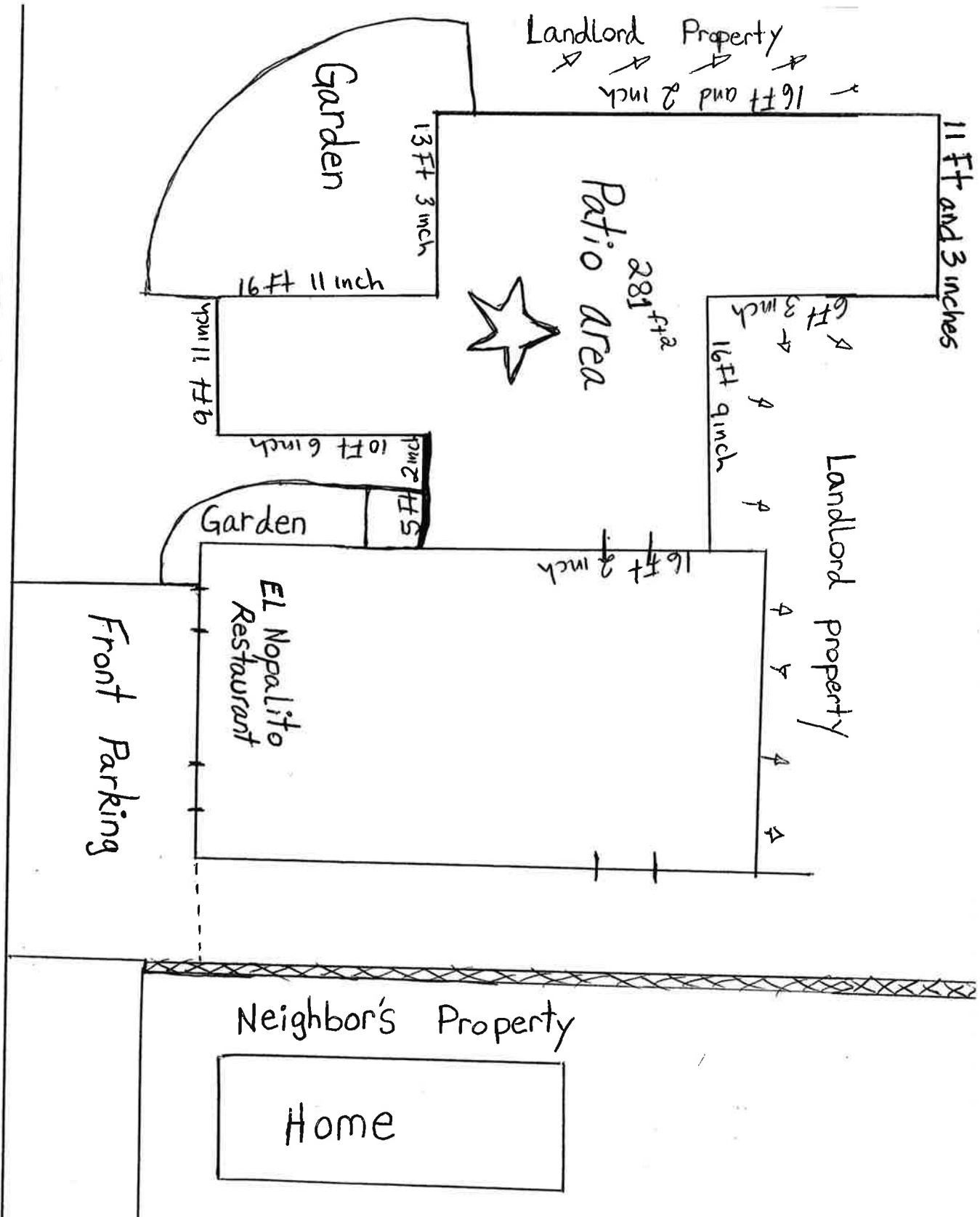
A true copy attest:

James Campos Peters
Corporate Officer/ LLC Manager Signature
James Campos Peters
Print Name

Corporation Clerk's Signature

Print Name

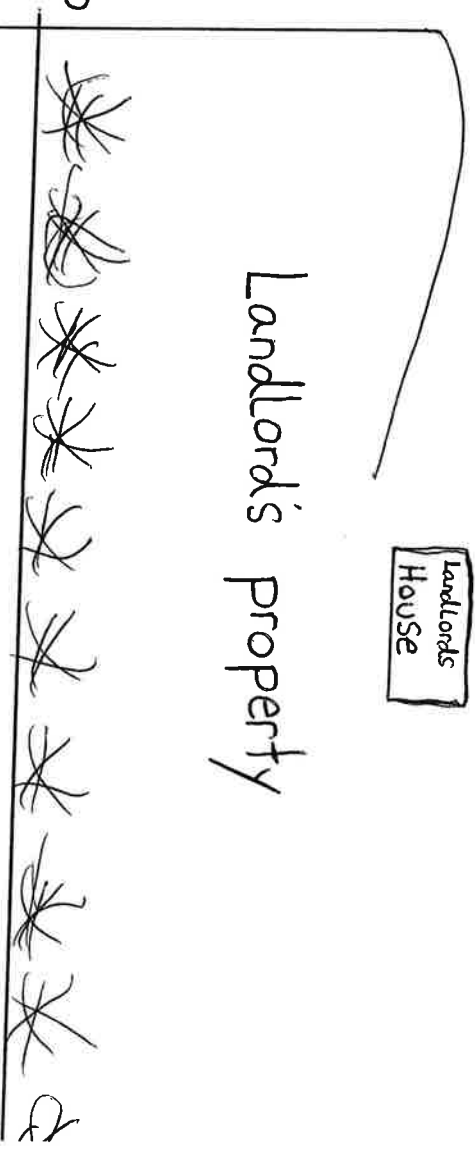
Turners Falls Rd



✖

Landlord's House

Landlord's property



Restaurant parking

Landlord's Driveway

Privet House

Turners falls Rd



MASSACHUSETTS
**DEPARTMENT OF
ENERGY RESOURCES**

Climate Leader Communities & Opt-In Specialized Code

Montague, MA

July 21, 2025

Presented by Montague Energy Committee and
Chris Mason – Western Mass Regional Coordinator, DOER Green Communities
Christopher.mason2@mass.gov



Today's Presentation

Policy Background

Overview of Climate Leader
Communities Program

Specialized Stretch Code





Policy Background

Climate Act and Green Communities Climate Leaders



Climate Act 2021

2008 - Global Warming Solutions Act

- Empowered Green Communities Division
- Initial focus on cost-effective energy efficiency

2021 – Climate Act

- Updates GHG emissions limits for Mass to **Net Zero emissions by 2050**, and
- Authorizes the Secretary of Energy and Environmental Affairs (EEA) to establish an emissions limit of no less than **50% for 2030**, and no less than **75% for 2040**.



Strategy to Achieve Net-Zero Carbon Emissions

Electrify buildings

Electrify vehicles

Clean up the grid

Carbon sequestration*

* Remove and store carbon dioxide from the atmosphere



Climate Leader Communities



What does Climate Leaders offer?

Technical Assistance

\$150,000

- Technical studies for the below

Capital funding
(Accelerator Grant)

\$1,000,000

- On-site Solar PV
- Solar thermal
- Heat pumps
- Energy Storage
- Other decarbonization activities

Requirements for Certification



Must be an existing Green Community in “good standing”



Establish/maintain a local committee to advise, coordinate, and/or lead clean energy and climate activities



Commit to municipal decarbonization by 2050 and formulate a roadmap for implementation



ZEV-First vehicle policy



Specialized Stretch Code Adoption



Decarbonization Commitment & Roadmap

Elimination of all on site burning of fossil fuels in municipal buildings and vehicles by 2050



Decarbonization Roadmap: Zero Over Time

Roadmaps to use the “Zero Over Time” approach that uses triggering events, such as:



End of life of HVAC equipment



Building renovation



Roof replacement



Building replacement



Opt-in Specialized Energy Code

Details of the code for small residential



Base, Stretch, and Specialized – 3 Options

**Specialized
Code =**
Stretch code +
appendices RC & CC

- 55 municipalities so far
- New construction only

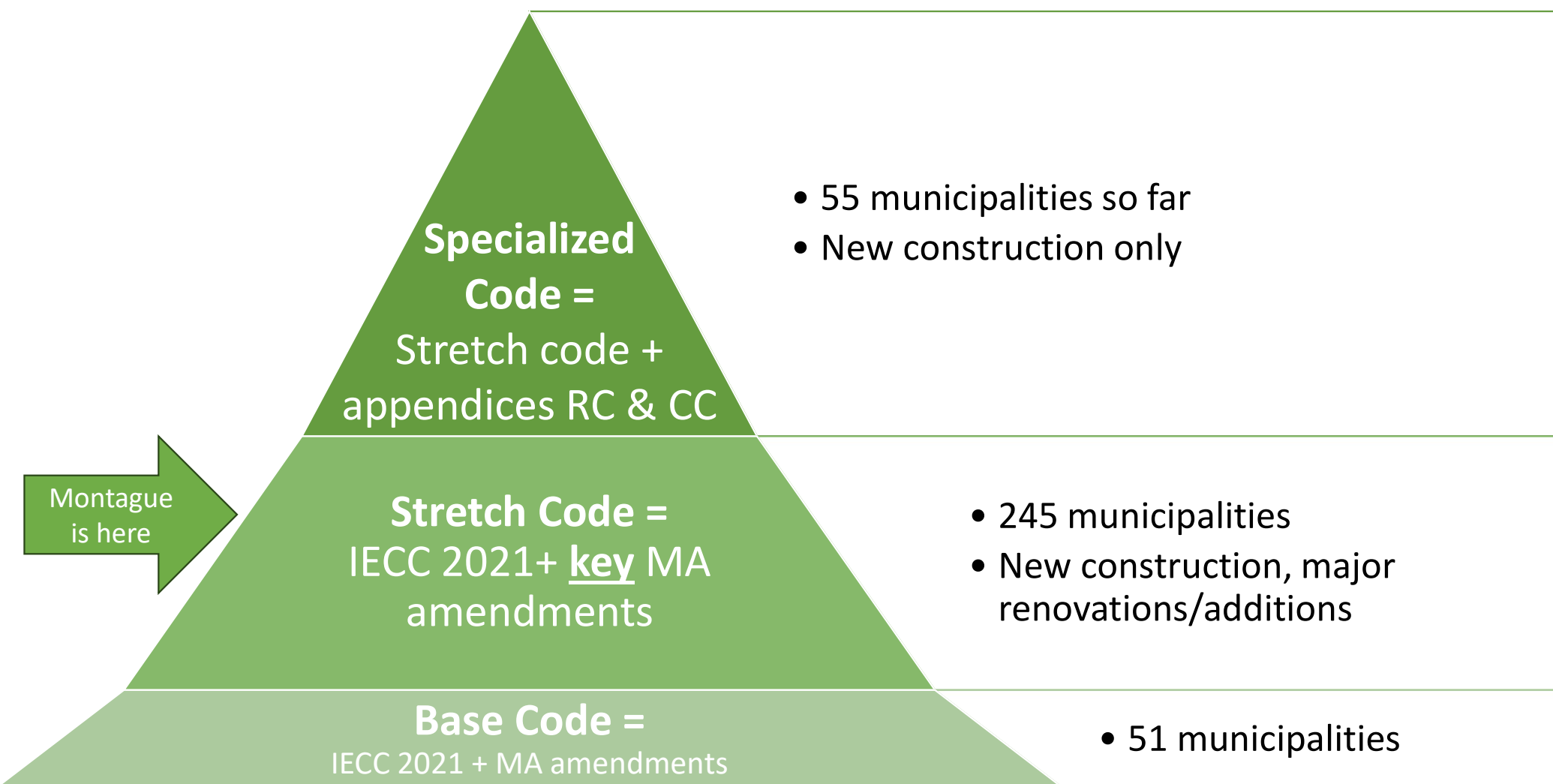
Stretch Code =
IECC 2021+ key MA
amendments

- 245 municipalities
- New construction, major renovations/additions

Base Code =
IECC 2021 + MA amendments

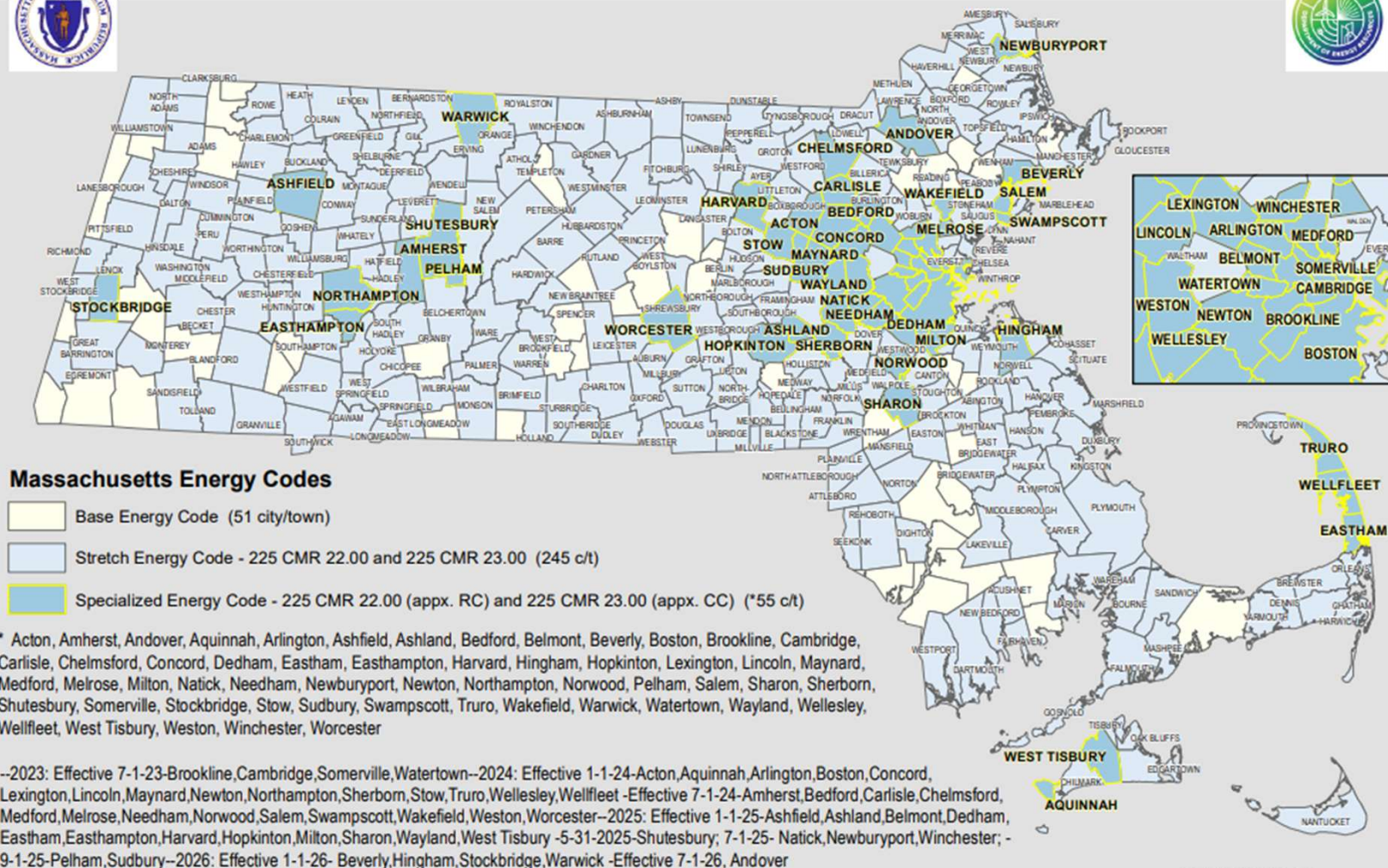
- 51 municipalities

Montague
is here

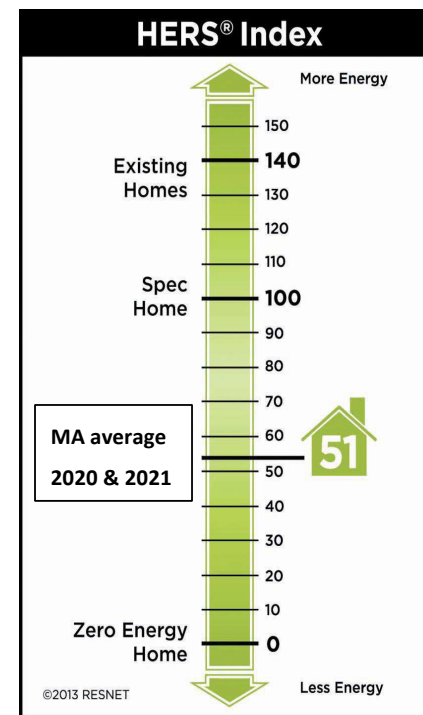
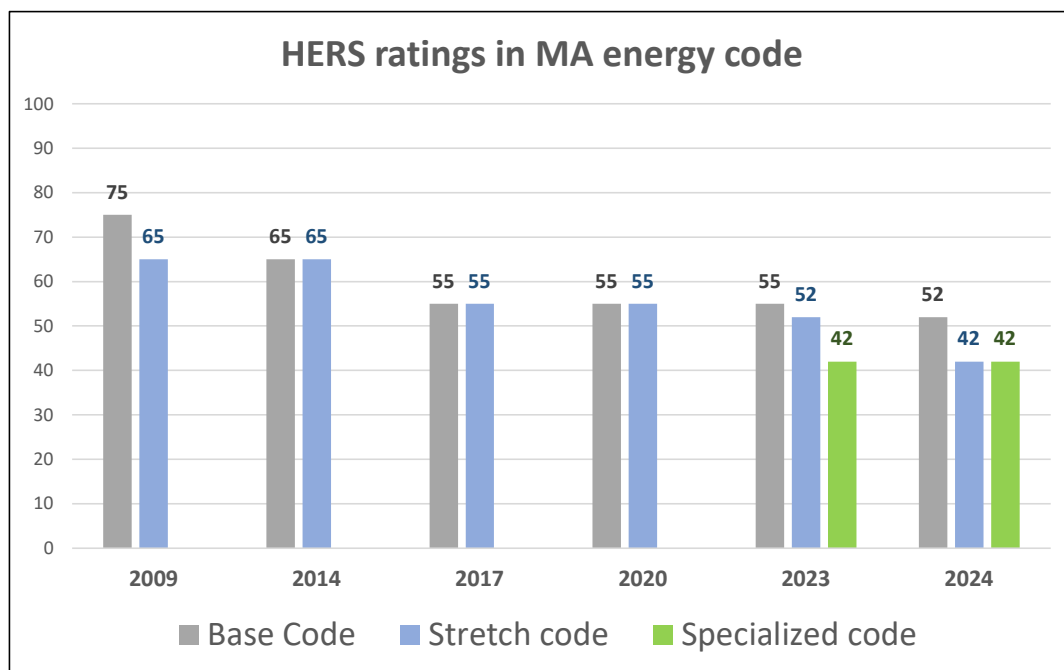




Massachusetts Building Energy Code Adoption by Municipality



(Simplified) History of HERS ratings in MA energy code



Specialized vs Stretch code - Residential Low-Rise

Energy Source(s)	Home Size	Stretch code (July 2024)	Specialized Code (Jan 2024)
All Electric New Homes	Any Size home	HERS 45 or Passivehouse Same as Stretch Code	
Mixed-Fuel New Homes	Under 4,000 sq ft	HERS 42	+Solar PV (min 4kw) + wiring for electrification
	4,000 sq ft and over	HERS 42	+ Solar PV (to net-zero) + wiring for electrification
	Any	Passivehouse option	+ wiring for electrification
Home additions & alterations	Any	Same as Stretch Code	
Historic or Existing homes	Any	Energy Code exemption if it would damage the historic fabric of the building	

Specialized Residential Code: Solar PV sizing

- **Mixed-fuel: Solar required for mixed fuel buildings when there is a suitable solar-roof zone ≥ 300 sq. ft. AND at right orientation**
 - Can be ground mounted as long as it's on-site
 - Direct ownership or third-party (lease, PPA) allowed
 - No trees need to be cut down
- **All-electric: No PV required**



A 4-kW system would take up about 230 ft² while an 8-kW system would take up 460 ft²

Home Type	Solar required
All-electric	No
Mixed-fuel < 4,000 sq. ft.	4 kW unless Passive House
Mixed-fuel > 4,000 sq. ft.	Enough for net-zero (8+ kw)
Other residential	0.75 W/sq. ft
Commercial	1.5 W/sq. ft of three largest floors
Commercial high ventilation	0.5 W/sq. ft of three largest floors

Small residential incentives

	Single Family	Small multifamily (2-4 units)
State (Mass Save)	\$15,000 for HERS < 46	\$17,500 - \$22,500 for HERS < 46
	\$25,000 for Passive House	\$25,000 - \$40,000 for Passive House
	Adders for certain technology (induction stoves, heat pump hot water heater)	
Federal (45L) - Expires 6/30/26	\$2,500 for Energy Star	\$500 for Energy Star \$2,500 for Energy Star + prevailing wage
	\$5,000 for Zero Energy Ready	\$1,000 for Zero Energy Ready \$5,000 for Zero Energy Ready + prevailing wage

Solar incentives:

- ☀ 30% federal tax credit through 2025
- ☀ 15% state tax credit (\$1,000 cap)
- ☀ Net metering
- ☀ Solar Massachusetts Renewable Target (SMART)
- ☀ No sales tax, no extra property tax on added value to home

Information on town website

You can find on the Town's Montague Energy Committee webpage

- A summary of the Climate Leader Communities program
- FAQs on the Specialized Stretch Energy Code
- FAQs on the Zero-Emission First Vehicle Policy

<https://montague-ma.gov/g/58/Energy-Committee>

Specialized Energy Code Resources

Stay in touch

Sign up for DOER energy code email updates:

<https://app.e2ma.net/app2/audience/signup/1965182/1356542/>

Code language, case studies, detailed technical information here: <https://www.mass.gov/info-details/stretch-energy-code-development-2022>

Local vote coming up? Contact your local Green Communities Coordinator

<https://www.mass.gov/service-details/contact-gc-coordinator>

Energy Code Training (free via Mass Save®)

<https://www.masssave.com/en/learn/partners/energy-code-training-and-events>

Contractor Training

<https://www.masssave.com/en/saving/residential-rebates/passive-house-training>

Zero Emission-First Vehicle Policy

- Vehicle acquisitions must adhere to the following efficiency hierarchy:
 - Priority 1: Battery Electric Vehicles (BEV), (and FCEVs)
 - Priority 2: Plug in Hybrid EVs (PHEV)
 - Priority 3: HEVs
 - Priority 4: Most fuel-efficient internal combustion or vehicles that run on alternative fuels in accordance with requirements of the Green Communities Fuel Efficient Policy

This policy shall not require a department to take any action which conflicts with local, state, or federal requirements nor mandate the procurement of products that do not perform adequately for their intended use, exclude adequate purchasing competition, or require the purchase of vehicles that are not commercially available or practicable.

Decarbonization Commitment

Sample Climate Resolution
To be adopted by Town Meeting

*I move that the town of Montague commit to
Municipal Decarbonization (**defined as the
elimination of all on site burning of fossil fuels in
municipal buildings and vehicles**) by 2050 in
accordance with state climate goals or act relative
thereto.*

Sample Specialized Energy Code Article

Sample Specialized Code Warrant Article

To see if the Town will vote to enact Chapter ____ of the Town of Montague General Bylaws, entitled “Specialized Energy Code” for the purpose of regulating the design and construction of buildings for the effective use of energy and reduction of greenhouse gas emissions, pursuant to the entirety of 225 CMR 22 and 23 including Appendices RC and CC, including future editions, amendments or modifications thereto, with an effective date of [Date], a copy of which is on file with the Town Clerk, or take any other action relative thereto.



HERS Index (ERI)

45 ▶ 45

Stretch Specialized



Home Details

- 2100 ft²
- Small Single Family
- 3 Bedrooms
- Worcester, MA



PSD

MA 10th Edition Building Code | 2025

Small Single Family - Electric

Costs and Benefits to Meet Specialized Code

	COSTS ^{1,2}	BENEFITS	NET
Solar Costs	\$0 Total Solar Cost	\$0 Rebates	\$0 Cost Compared to Stretch Code
Pre-Wiring Costs³	\$0 Total Pre-wiring Cost	\$0 Rebates	\$0 Costs Compared to Stretch Code

1. For All-Electric buildings, there is no cost difference between the Stretch Code and the Specialized Code because the requirements are the same.
2. Pre-wiring and solar costs are only applicable to mixed fuel projects following the Specialized code and do not apply to all -electric buildings.
3. Pre-wiring includes the costs to add a dedicated branch circuit and outlet nearby any equipment currently using fossil fuels for space heating, water heating, cooking, and clothes drying. This does not include the costs associated with upgrading an electrical panel.



HERS Index (ERI)
42 ▶ 42
Stretch Specialized

Gas

Home Details

- 2100 ft²
- Small Single Family
- 3 Bedrooms
- Worcester, MA

Massachusetts Department
of Energy Resources

MA 10th Edition Building Code | 2025

Small Single Family - Gas

Costs and Benefits to Meet Specialized Code*

	COSTS	BENEFITS ³	NET
Pre-Wiring Costs ⁵	\$4,000 Total Pre-Wiring Cost	\$0 Rebates ^{1,2}	\$4,000 Cost Compared to Stretch Code
Solar Costs	\$14,920 Total Solar Cost	\$5,474 Credits ²	\$9,446 Cost Compared to Stretch Code
Total Costs	\$13,446 Total Additional Costs	\$1,482 Annual Energy Bill Savings ⁴	

*Green shaded boxes indicate cost savings, while red shaded boxes indicate added costs.

1. Rebates are calculated on a per unit basis, using Mass Save® new construction program Base Tier Incentives of \$7,500 without any Market Transformation Adders. These incentives are not applicable to mixed fuel projects.
2. Projects with solar installed may be eligible for a Federal 30% Tax Credit of the solar install; and a 15% MA State tax credit of the solar cost, up to \$1,000.
3. Mass Save Incentives are not available in communities with municipal light plants, which are locally owned utilities which represent 52 towns that make up about 13% of the MA population.
4. The PV Watts Calculator was used to determine the total kWh saving of the project, using defaults for module type, array type, system losses, tilt, azimuth, etc. The kWh savings was compared to the total kWh used in the energy model. The savings calculation estimates an energy cost of 28.7 cents/kWh.
5. Pre-wiring includes the costs to add a dedicated branch circuit and outlet nearby any equipment currently using fossil fuels for space heating, water heating, cooking, and clothes drying. This does not include the costs associated with upgrading an electrical panel.

Introduction to Becoming a Climate Leader Community

What are the benefits of becoming a Climate Leader Community (CLC)?

As an approved Climate Leader Community, **the Town could apply for a state grant for up to \$1 MILLION (in the current grant period) in energy & cost-saving upgrades to Town buildings!**

- **The longer we wait, the less grant funding may be available.**
- Funds could be used for the following types of municipal projects: solar panels (including using grant money to cover costs of expired federal incentives), heat pumps, energy use reduction, & energy storage.
- The Town would join 19 MA communities that are CLCs, lowering our climate impact, potentially lowering our municipal energy bills, preparing the Town for power outages, & providing grants for energy upgrades.

How do we become a CLC?

A. If the Town meets the 5 requirements to becoming a Climate Leader Community, a step up from being a Green Community, we could apply to the state to be a CLC.

- We already meet 2 of the 5 requirements: ✓ Being a *Green Community* in good standing ✓ Having an energy committee to lead clean energy & climate work.

We'll need to:

A. Adopt two Town Meeting articles that:

1. **Commit to ending the on-site burning of fossil fuels in municipal buildings by 2050** (a non-binding resolution).
2. **Adopt the Opt-In Specialized Stretch Code**, which affects **only new construction (not additions or renovations)**, and builds on the energy efficiency and clean energy measures of the Stretch Code that we follow now as a Green Community.
 - 55 communities have adopted the Specialized Stretch Code.
 - The added requirements provide market choices.
 - 2020-2024 the Town has added 2-6 new single family homes and 2-10 commercial buildings yearly: applies to few buildings.

B. The Town would also need to agree to a Zero-Emission Vehicle First policy, gradually replacing town-owned fossil-fuel powered vehicles with ones powered by electricity or other zero-emission options.

- Are there exceptions for vehicles like fire and dump trucks not currently available as electric vehicles?
 - Yes, while zero-emission vehicles must be prioritized, there are exceptions if vehicles are not yet available and able to function in ways that meet our needs.

About the Opt-In Specialized Stretch Code (Specialized Stretch Code):

How would NEW HOMES meet the Specialized Stretch Code?

- **ALL-ELECTRIC homes of any size would meet the Specialized Stretch Code, and most are less expensive to build than homes with fossil fuels because of \$15,000 or \$25,000 Mass Save new home incentives & more.**
- **New homes using some fossil fuels (“mixed fuel” homes) have the same energy efficiency requirements as in the current Stretch Code and will have to include the following:**
 - Be pre-wired for future electrification of heating & cooling and other appliances, saving on future upgrades.
 - Smaller mixed fuel homes under 4,000 square feet (SF) must include at least 4 kilowatts of rooftop solar panels (with exceptions for roofs unsuitable for solar) or meet the Passive House efficiency standard.
 - Homes 4,000 SF or larger must fully offset fossil fuel use with on-site solar panels (with exceptions for roofs unsuitable for solar).

NEW COMMERCIAL & MUNICIPAL buildings (including schools) have similar requirements as residential homes:

- No additional code requirements for all-electric buildings.
- Pre-wiring and rooftop solar requirements for mixed-fuel buildings.

NEW LARGE APARTMENTS & CONDOS. (12,000 SF+) meeting the Specialized Stretch Code are required to:

- Meet the highly energy-efficient Passive House building standard.
- Pre-wire for future electrification of mixed-fuel buildings.

Montague FAQ on Adopting the Opt-In Specialized Stretch Energy Code: to move the Town toward becoming a Climate Leader Community

What is the Opt-In Specialized Stretch Energy Code (“Specialized Energy Code”)?

- The Specialized Energy Code incorporates and builds on the energy efficiency and clean energy measures of the current Stretch Code that the Town of Montague adopted in 2011 as a requirement to becoming a Green Community.
- The Specialized Energy Code applies **ONLY** to **NEW** residential, Town & commercial construction, **NOT** additions or renovations like new rooms, roofs, or decks.
 - Between 2020 & 2024, the Town has added 2-6 new single family homes and 2-10 commercial buildings yearly, so **the code will apply to very few buildings.**

What are the benefits of adopting the Specialized Energy Code?

- If the Town adopts this & the other requirements to be a Climate Leader Community (CLC), a step up from being a Green Community, we could apply to be a CLC.
 - We already meet 2 of the 5 requirements!
- **As an approved CLC, the Town could apply for a grant for up to \$1 MILLION (in the current 3-year grant period) in energy & cost-saving upgrades to Town buildings!**
 - **The longer we wait, the less grant funding may be available.**
- The Town would join 55 communities in MA that have adopted the code, while lowering our Town’s climate impact and energy costs & helping MA achieve its climate emission targets.
- The Specialized Energy Code provides market choices.

Will the Specialized Energy Code discourage development of affordable housing?

- **No. In fact, incentives & financing from the state encourage development of all-electric affordable housing.**
 - The MA Community Climate Bank is developing demonstration programs that support all-electric affordable and mixed-income rental properties.
 - Affordable housing meeting this code will also deliver to residents the benefits of lower energy bills, healthier living spaces, & comfortable heating and cooling.

Are there added costs for new homes to meet the Specialized Energy Code?

- **Most ALL-ELECTRIC homes of any size are less expensive to build than homes with fossil fuels because of big incentives.**
 - Mass Save has the following rebates for new electric homes & equipment:
 - \$15,000 or \$25,000 incentives for building all-electric single family homes.
 - \$17,500 to \$40,000 for building all-electric 2-4 unit homes.
 - More incentives for qualifying electric equipment.
 - 0% HEAT loans for qualifying heat pumps, for eligible participants!
 - Federal tax credits of \$2,500 or \$5,000 per home (thru June 30, 2026).
 - Solar is NOT required for all-electric homes, just solar-ready roofs.
- **All-electric homes also typically have lower energy bills because these efficient, well-weatherized homes use very little electricity to run.**

New homes using some fossil fuels (“mixed fuel” homes) are allowed with the following requirements:

- Meet the same energy efficiency standards as the current Stretch Code.
- Homes smaller than 4,000 square feet (SF) must include a small amount of rooftop solar (except if roof unsuitable) or meet the Passive House efficiency standard.
- Homes 4,000 sq. ft. or larger must fully offset fossil fuel use with on-site solar panels (except if roof unsuitable).
- Be pre-wired for future electrification of heating/cooling and other appliances, which saves on upgrades as Mass Save no longer offers rebates for fossil fuel equipment.

Why are there added requirements for new homes with fossil fuels?

- They provide market choices for meeting the code’s requirements while avoiding future pre-wiring costs to convert mixed fuel homes to electric over time.

New commercial & municipal buildings (including schools) have similar requirements as residential buildings:

- No additional code requirements for all-electric buildings.
- Pre-wiring and rooftop solar requirements for mixed-fuel buildings.

New large apartment or condo. buildings (12,000 SF or more) are required to:

- Meet the highly energy-efficient Passive House building standard.
- Pre-wire for future equipment electrification of mixed-fuel buildings.

Climate Leader Community Zero-Emission Vehicle First Policy FAQs

If the town of Montague moves from its current status as a Green Community to a Climate Leader Community, one requirement is that the town adopt a Zero-Emission Vehicle First policy to gradually phase out fossil fuel powered vehicles with cleaner, more climate friendly options. Because vehicle emissions represent a significant proportion of the town's greenhouse gas emissions, this is an important step.

The policy requires:

- When a vehicle is identified for replacement, acquisitions of Zero Emissions Vehicles (ZEVs) must be prioritized.

- Acquisitions must adhere to the following vehicle efficiency hierarchy:

Priority 1: Battery Electric Vehicles (BEV), (and Fuel Cell EVs)

Priority 2: Plug in Hybrid EVs (PHEV)

Priority 3: Hybrid Electric Vehicles (HEV)

Priority 4: The most fuel-efficient internal combustion vehicle or vehicle that runs on alternative fuels, in accordance with requirements of the Green Communities Fuel Efficient Policy

*The town will have to demonstrate that we have the necessary charging stations to service the vehicles.

Targets	2027	2030	2040	2050
Zero emission vehicles (ZEVs) in light-duty fleet adoption	5%	20%	50%	100%
Zero emission vehicles (ZEVs) in heavy-duty fleet adoption	0%	20%	50%	100%

Frequently Asked Questions:

What are we trying to do with this policy? We're setting goals for the Town to gradually upgrade its vehicles to electric or zero-emission vehicles.

Are DPW trucks and trucks with plows required to meet this policy? No, not now but possibly in the future. If market demand continues, it is likely there will be options by 2050. If not, there will be many ways to make heavy trucks use diesel fuel in a more efficient manner.

Are fire trucks and police cruisers exempt? Yes, unless and until appropriate models are available.

Will this be expensive? Provided Montague achieves the Climate Leader Community designation, the town will be able to apply for grants that can help pay for new zero-emission municipal vehicles. MA also currently offers grants to cover up to 100% of municipal charging station & installation costs.

Motion for Montague Comcast License Renewal Vote by Montague Select Board

Acting in its capacity as the statutory cable television license Issuing Authority pursuant to MGL 166A, and finding that the cable license renewal proposal of Comcast reasonably meets the cable-related renewal needs and interests of the public and Town;

and finding that Comcast's financial and technical qualifications, and Comcast's local programming channels, facilities and services are reasonable to meet Town cable license needs; and

Based on the recommendation of the Town's Cable Advisory Committee to approve the proposed Comcast renewal franchise,

The Montague Board of Selectmen hereby approves and shall execute the proposed Montague Comcast renewal license effective September 1, 2025.

**TOWN OF MONTAGUE
MASSACHUSETTS**

**CABLE TELEVISION
RENEWAL LICENSE
GRANTED TO
COMCAST OF MASSACHUSETTS/VIRGINIA,
INC.**

**Renewal Term:
September 1, 2025 – August 31, 2035**

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS	7
Section 1.1---DEFINITIONS.....	7
ARTICLE 2 GRANT OF RENEWAL LICENSE	14
Section 2.1---GRANT OF RENEWAL LICENSE.....	14
Section 2.2---TERM OF RENEWAL LICENSE	15
Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE	15
Section 2.4---POLICE AND REGULATORY POWERS.....	17
Section 2.5---REMOVAL	17
Section 2.6---TRANSFER OF THE RENEWAL LICENSE	17
Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION	19
ARTICLE 3 CABLE SYSTEM DESIGN.....	20
Section 3.1---SUBSCRIBER NETWORK	20
Section 3.2---EMERGENCY ALERT OVERRIDE CAPACITY.....	20
Section 3.3---PARENTAL CONTROL CAPABILITY	20
ARTICLE 4 CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS	21
Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS	21
Section 4.2---LINE EXTENSION PROCEDURES	22
Section 4.3---LOCATION OF THE CABLE TELEVISION SYSTEM.....	23
Section 4.4---ABOVE GROUND & UNDERGROUND FACILITIES	23
Section 4.5---TREE TRIMMING.....	24
Section 4.6---RESTORATION TO PRIOR CONDITION	24
Section 4.7---TEMPORARY RELOCATION	25
Section 4.8---DISCONNECTION AND RELOCATION	25
Section 4.9---SAFETY STANDARDS	25
Section 4.10---PEDESTALS	26
Section 4.11---PRIVATE PROPERTY	26
Section 4.12---RIGHT TO INSPECTION OF SYSTEM.....	26
Section 4.13---CABLE SYSTEM MAPS.....	27
Section 4.14---SERVICE INTERRUPTION.....	27
Section 4.15---COMMERCIAL ESTABLISHMENTS	27
Section 4.16---DIG SAFE.....	27
ARTICLE 5 SERVICES AND PROGRAMMING	28
Section 5.1---BASIC SERVICE	28
Section 5.2---PROGRAMMING	28
Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE	28
Section 5.4---EQUIPMENT/CABLE COMPATIBILITY	28
Section 5.5---CONTINUITY OF SERVICE	29
Section 5.6---DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS	29
ARTICLE 6 PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS FACILITIES & SUPPORT	30

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS.....	30
Section 6.2---PUBLIC, EDUCATIONAL AND GOVERNMENT ACCESS PROVIDER.....	30
Section 6.3---PEG ACCESS CHANNELS.....	31
Section 6.4---ANNUAL SUPPORT FOR PEG ACCESS.....	32
Section 6.5---PEG ACCESS FACILITIES/EQUIPMENT CAPITAL FUNDING	33
Section 6.6---EQUIPMENT OWNERSHIP	34
Section 6.7---ACCESS PROVIDER ANNUAL REPORT	34
Section 6.8---PEG ACCESS CHANNELS MAINTENANCE	34
Section 6.9--- PEG ACCESS VIDEO ORIGINATION LOCATIONS	34
Section 6.10---PEG ACCESS VIDEO TRANSPORT AND CABLECASTING	35
Section 6.11---CENSORSHIP	37
ARTICLE 7 ANNUAL FUNDING TO THE TOWN.....	38
Section 7.1---LICENSE FEE PAYMENTS	38
Section 7.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS	38
Section 7.3---RECOMPUTATION	39
Section 7.4---AFFILIATES USE OF SYSTEM.....	40
Section 7.5---METHOD OF PAYMENT	40
ARTICLE 8 RATES AND CHARGES.....	41
Section 8.1---RATE REGULATION	41
Section 8.2---NOTIFICATION OF RATES AND CHARGES	41
Section 8.3---PUBLICATION AND NON-DISCRIMINATION.....	41
Section 8.4---CREDIT FOR SERVICE INTERRUPTION	41
ARTICLE 9 INSURANCE AND BONDS	42
Section 9.1---INSURANCE.....	42
Section 9.2---PERFORMANCE BOND.....	42
Section 9.3---REPORTING	43
Section 9.4---INDEMNIFICATION.....	43
ARTICLE 10 ADMINISTRATION AND REGULATION.....	45
Section 10.1---REGULATORY AUTHORITY	45
Section 10.2---PERFORMANCE EVALUATION HEARINGS.....	45
Section 10.3---NONDISCRIMINATION.....	46
Section 10.4---EMERGENCY REMOVAL OF PLANT.....	46
Section 10.5---REMOVAL AND RELOCATION.....	46
Section 10.6---JURISDICTION & VENUE.....	46
ARTICLE 11 DETERMINATION OF BREACH & LICENSE REVOCATION	47
Section 11.1---DETERMINATION OF BREACH	47
Section 11.2---REVOCATION OF THE RENEWAL LICENSE.....	48
Section 11.3---TERMINATION.....	48
Section 11.4---NOTICE TO TOWN OF LEGAL ACTION	48
Section 11.5---NON-EXCLUSIVITY OF REMEDY	48
Section 11.6---NO WAIVER-CUMULATIVE REMEDIES	49
ARTICLE 12 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	50
Section 12.1 -- CUSTOMER SERVICE	50
Section 12.2---TELEPHONE ACCESS	50
Section 12.3---CUSTOMER SERVICE CALL CENTER.....	50

Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME	51
Section 12.5---BUSINESS PRACTICE STANDARDS	52
Section 12.6---COMPLAINT RESOLUTION PROCEDURES	52
Section 12.7---REMOTE CONTROL DEVICES	53
Section 12.8---EMPLOYEE IDENTIFICATION CARDS.....	53
Section 12. 9---PROTECTION OF SUBSCRIBER PRIVACY.....	53
Section 12.10---PRIVACY WRITTEN NOTICE	54
Section 12.11---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION.....	54
ARTICLE 13 REPORTS AND AUDITS	55
Section 13.1---GENERAL	55
Section 13.2---FINANCIAL REPORTS	55
Section 13.3---CABLE SYSTEM INFORMATION.....	55
Section 13.4---SUBSCRIBER COMPLAINT REPORT	55
Section 13.5---QUALITY OF SERVICE	56
Section 13.6---DUAL FILINGS	56
Section 13.7---INVESTIGATION.....	56
ARTICLE 14 EMPLOYMENT	57
Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY	57
Section 14.2---NON-DISCRIMINATION	57
ARTICLE 15 MISCELLANEOUS PROVISIONS	58
Section 15.1---ENTIRE AGREEMENT.....	58
Section 15.2---CAPTIONS	58
Section 15.3---SEPARABILITY	58
Section 15.4---ACTS OR OMISSIONS OF AFFILIATES.....	58
Section 15.5---RENEWAL LICENSE EXHIBITS	58
Section 15.6---WARRANTIES	59
Section 15.7---FORCE MAJEURE	59
Section 15.8---APPLICABILITY OF RENEWAL LICENSE.....	60
Section 15.9---NOTICES.....	60
Section 15.10---NO RECOURSE AGAINST THE ISSUING AUTHORITY	61
Section 15.11---TOWN'S RIGHT OF INTERVENTION.....	61
Section 15.12---TERM	61
Section 15.13---NO THIRD-PARTY BENEFICIARY	61
SIGNATURE PAGE.....	62
EXHIBIT 1 FCC TECHNICAL SPECIFICATIONS	64
EXHIBIT 2 PROGRAMMING AND SIGNAL CARRIAGE	67
EXHIBIT 3 VIDEO ORIGINATION LOCATIONS	68
EXHIBIT 3A MUNICIPAL AND PUBLIC SCHOOL SITES RECEIVING COMCAST SERVICE SUBJECT TO RENEWAL LICENSE §5.6	69
EXHIBIT 4 GROSS ANNUAL REVENUES REPORTING FORM.....	70
EXHIBIT 5 207 CMR 10.00	71
EXHIBIT 6 FCC CUSTOMER SERVICE OBLIGATIONS.....	74
EXHIBIT 7 DEPARTMENT FORM 500.....	76

AGREEMENT

This cable television renewal license entered into by and between the Town of Montague, Massachusetts, by the Selectboard in its statutory capacity as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts/Virginia, Inc. (“Comcast” or the “Licensee”).

WITNESSETH

WHEREAS, Comcast of Massachusetts/Virginia, Inc., is the duly authorized holder of a renewal license to operate a cable television system in the Town of Montague, Massachusetts (hereinafter the "Town"), said license having commenced on September 1, 2015;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated September 19, 2022 in conformity with the Cable Communications Policy Act of 1984 (“Cable Act”).

WHEREAS, there has been an opportunity for public comment, including the holding of a license renewal public ascertainment hearing on June 17, 2024, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Selectboard, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

WHEREAS, the Issuing Authority and Licensee engaged in good faith negotiations pursuant to Section 626 of the Cable Act and did agree thereto on terms and provisions for Licensee's continued operations and maintenance of its Cable Television System in the Town of Montague.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee

agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Montague resident and/or any Persons affiliated with a Montague institution to use designated PEG facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures lawfully established by the Issuing Authority or its Access Provider for such use.

(2) Access Channel: A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations, subject to the conditions and procedures as lawfully established by the Issuing Authority or its Access Provider for such use.

(3) Access Corporation or Access Provider(s): The nonprofit, tax exempt 501(c)(3) charitable purpose entity and/or municipal entity, or entities, as designated by the Issuing Authority from time to time, for the purpose of operating the public, educational and or governmental access facilities, equipment and channels on the Cable Television System in accordance with the Renewal License and 47 U.S.C. 531.

(4) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person, but does not include Affiliated Entities that are not involved with the use, management,

operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(5) Basic Service: shall mean the lowest tier of service which includes the retransmission of local television broadcast Signals.

(6) CMR: The Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(8) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(9) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(10) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(11) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(13) Department or DTC: shall mean the Massachusetts Department of Telecommunications and Cable.

(14) Department of Public Works ("DPW"): The Department of Public Works of the Town of Montague, Massachusetts.

(15) Downstream Channel: A channel over which Signals travel from the Cable System Headend or hub site to an authorized recipient of Programming.

(16) Drop or Cable Drop: The coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(17) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Issuing Authority's Access Designee, for the use of educational institutions and/or the Access Corporation to present non-commercial educational programming and information to the public subject to applicable law and the terms hereof.

(18) Effective Date of Renewal License (the "Effective Date"): September 1, 2025.

(19) FCC: The Federal Communications Commission, or any successor agency.

(20) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority,

the Town of Montague and/or any other governmental subdivision, or designated Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(21) Government Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.

(22) Gross Annual Revenues: Revenues received by the Licensee and/or its Affiliates calculated in accordance with Generally Accepted Accounting Principles (“GAAP”), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; fees paid on all Subscriber fees (‘fee on fee’); all Commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; and Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; leased access revenues, home shopping revenues, and advertising revenues. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off consistent with Generally Accepted Accounting Principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

(23) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(24) Issuing Authority: The Selectboard of the Town of Montague, Massachusetts.

(25) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

(26) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Montague and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

(27) Licensee: Comcast of Massachusetts/Virginia, Inc, Inc. or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(28) Normal Business Hours: Those hours during which most similar businesses in Montague are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

(29) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(30) Outlet: An interior receptacle, that connects a Subscriber's television set or Subscriber-owned equipment to the Cable System.

(31) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(32) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(33) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(34) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(35) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

(36) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(37) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(38) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, Montague residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

(39) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, bulkheads, dedicated public utility easements, and all other publicly owned real property having compatible easements within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(40) Renewal License or License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(41) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter or other decoding device.

(42) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

(43) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(44) State: The Commonwealth of Massachusetts.

(45) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, the Cable Television System.

(46) Subscriber Network: The not less than 750 MHz, bi-directional network, owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(47) Town: The Town of Montague, Massachusetts.

(48) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscribers' residences.

(49) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(50) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(51) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Selectboard of the Town of Montague, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Montague.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places having compatible easements and under the jurisdiction of the Town of Montague within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has a compatible easement or right-of-way in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Montague. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places. Nothing herein shall preclude Licensee from offering any other service over the Cable System as may be lawfully allowed.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any generally applicable regulations of the Town and any lawful special laws or Town by-laws and/or

regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on September 1, 2025, and shall expire at midnight on August 31, 2035 unless sooner terminated as provided herein.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Montague; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome, on the whole, than those contained in this Renewal License.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome, on the whole, than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome, on the whole, than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome, on the whole, than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(c) In the event that the Licensee believes that there is an entity operating in the Town that (i) is providing Video Services to residents of the Town; (ii) is using, crossing and occupying the Town's Public Ways; (iii) has not been issued a Cable Television License; and (iv) such an entity is lawfully required to apply for and obtain a Cable Television License in order to provide Cable Service using, crossing and occupying the Public Ways, then the Licensee may bring such matter to the attention of the Issuing Authority. The Licensee shall provide the Issuing Authority with such legal, financial, technical and/or other relevant information in writing supporting its position in a timely manner.

(i) In the event that a Cable Television License to provide Cable Service can lawfully be required of such entity, a Cable Television License to provide Cable Service is subsequently granted to such entity, and the Licensee believes that such additional Cable Television License has been granted on terms and conditions more favorable or less burdensome, on the whole, than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with detailed written reasons for its position, including legal, financial, technical and/or other relevant information. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional Cable Television License is on terms more favorable or less burdensome, on the whole, than those contained in this Renewal License.

(ii) Should the Licensee demonstrate that such additional Cable Television License to provide Cable Services, using, crossing and occupying the Public Ways has been granted on terms and conditions more favorable or less burdensome, on the whole, than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(d) The issuance of additional license(s) shall be subject to applicable federal law(s), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4---POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State laws and or Town by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. If the Town's exercise of the police power results in a material alteration of the terms and conditions of this License, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Licensee of the material alteration.

Section 2.5---REMOVAL

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall, if requested by the Issuing Authority, remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination and Issuing Authority request, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding the foregoing, the parties reserve any and all rights they may have under the Cable Act with respect to disposition of the Cable System in connection with termination of this Renewal License as a result of the License not being renewed or otherwise lawfully terminated. Notwithstanding the above, the Licensee shall not be required to remove its Cable System, or to relocate the Cable System as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services as allowed by applicable law.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of

any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Department and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to applicable federal and State law(s), in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under such applicable law(s) and/or regulation(s).

(c) For purposes of this Section 2.6, the word “control” shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an “affiliated company” is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider

the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred twenty (120) days of receipt of said application. To the extent provided for under the Cable Act, after one hundred twenty (120) days, the application shall be deemed approved.

(h) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) Licensee shall make its Cable Services available to all residents of the Town provided that the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units.

(b) The Licensee shall transmit all of its Signals to Montague Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo and signals furnished to Licensee carrying properly formatted closed captioning service(s) shall be re-transmitted to Montague Subscribers carrying such closed captioning service.

(c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to applicable FCC technical specifications, as amended. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

Section 3.2---EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network described in Section 3.1 herein shall comply with the FCC and MEMA Emergency Alert System (“EAS”) regulations.

Section 3.3---PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) governing Subscribers’ capability to control the reception of any channels being received on their television sets.

ARTICLE 4
CABLE SYSTEM LOCATION, MAINTENANCE
AND OPERATIONAL STANDARDS

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) Licensee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density per mile is at least fifteen (15) dwelling units per aerial mile or thirty (30) dwelling units per underground mile, or fractional portion thereof; provided, however, that any plant extension is measured from the applicable Trunk and Distribution System from which a usable Cable Service signal may be obtained and provided Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units.

(b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of Section 4.1(a) above upon the request of the prospective Subscribers in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such Service divided by the number of Subscribers in such area minus the costs of extending Service to the Subscriber in an area that meets the fifteen (15) homes per aerial mile or thirty (30) per underground mile of cable plant and/or fractional proportion thereof density requirement as specified in subsection (a) above. The resulting cost shall equal the per Subscriber contribution relating to line extension of Cable Service in that particular area of the Town, or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

* C equals the cost of construction of new plant from the termination of existing cable plant;

* CA equals the average cost of construction per mile in the primary service area;

* P equals the fifteen (15) homes per linear mile of aerial plant and thirty (30) homes per linear mile in the case of underground plant, as measured from the applicable Trunk and

Distribution System from which a usable Cable Service signal may be obtained;

* SC equals the per Subscriber contribution in aid of construction in the line extension area;
and

* LE equals the number of dwelling units requesting service in the line extension area.

Section 4.2---LINE EXTENSION PROCEDURES

(a) Any potential Subscriber located in an area of the Town without Cable Service may request such Service from the Licensee. In areas meeting the requirements of Section 4.1(a) above, the Licensee shall extend Service to the area promptly, but in no case later than ninety (90) days after all necessary permits are obtained and make-ready requirements are completed. The Licensee shall expeditiously seek all necessary permits. In those areas with less than fifteen (15) Subscribers per aerial mile or thirty (30) per underground mile of cable plant as described in subsection 4.1(a) above, the Licensee, shall, within forty-five (45) days following a request for Service, conduct a survey to determine the number of homes in the immediate area and shall inform the requesting potential Subscriber or the Town of the possible contribution in aid of construction (see Section 4.1(b) above) that will be charged. The Licensee shall apply for pole attachment agreements within thirty (30) days of receiving the contribution in aid of construction from all prospective Subscribers. Cable Television Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution in aid of construction within ninety (90) days of receipt of pole attachment agreements, subject to Force Majeure and the completion of utility pole make-ready.

(b) The Licensee shall make its Cable System available to residents of the Town, unless legally prevented from doing so, subject only to the installation charges herein.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred fifty feet (250') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than two hundred fifty feet (250') from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges subject to Licensee first providing the resident with a verbal estimate, or written estimate if requested, of the costs of a non-standard installation and subject to such resident consenting to same. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design

and install non-standard installations that are more than two hundred fifty feet (250') from the existing aerial Trunk and Distribution System and additions thereto, subject to Force Majeure and the completion of utility pole make ready work. Any dwelling unit within one hundred fifty feet (150') underground from the Trunk and Distribution System shall be entitled to a standard underground installation, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). The Licensee may charge residents located more than two hundred fifty underground feet (250') from the existing Trunk and Distribution System, and additions thereto, time and materials charges subject to Licensee first providing the resident with a verbal estimate, or written estimate if requested, of the costs of a non-standard underground installation and subject to such resident consenting to same.

Section 4.3---LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable Television System within the Town of Montague. Licensee-owned poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State laws and Town by-laws and regulations.

Section 4.4---ABOVE GROUND & UNDERGROUND FACILITIES

(a) The Licensee shall comply with applicable law(s) regarding any requirement(s) to remove Licensee-owned poles, overhead wires and associated overhead structures within all or any part or parts of the Town. At such time as these wires and structures are placed underground by the telephone and electric utility company, the Licensee shall likewise place its facilities underground at no cost to the Town, unless the Town makes municipal public funds available to similarly situated occupiers of the rights-of-way to aid in the cost of said underground project(s) subject to applicable law and legally required appropriation requirements. Any costs incurred by Licensee for relocating the Cable System shall be reimbursed to Licensee in the event municipal or other public funds are raised for the project and made available to other similarly situated users of the Public Way subject to applicable law and legally required.

(b) Licensee-owned underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) If the Town makes available municipal funds to reimburse similarly situated utilities for the placement of underground utilities, the Town shall reimburse Licensee for any costs incurred by Licensee for relocating the Cable System. If such costs are not available for reimbursement, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

(d) Nothing in this Section 4.4 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances in the Public Way as of the Effective Date such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Section 4.5---TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.6---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time

period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.7---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of Service.

Section 4.8---DISCONNECTION AND RELOCATION

The Licensee shall, upon reasonable advance notice, without cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity. If the Town makes available municipal funds to reimburse similarly situated utilities for the placement of underground utilities or related to street construction, change or establishment of street grade, or the construction of any public improvement or structure, the Town shall reimburse Licensee for any costs incurred by Licensee for relocating the Cable System. If such costs are not available for reimbursement, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

Section 4.9---SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with the applicable provisions of the Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Department and the FCC, all State and local laws of general applicability, any other generally applicable regulations, and all land use

restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.10---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All pedestals and low-profile boxes shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.13 *infra*. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Section 4.11---PRIVATE PROPERTY

The Licensee shall be subject to all laws, ordinances, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 4.12---RIGHT TO INSPECTION OF SYSTEM

The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely and reasonable notice of any such inspection(s). The Licensee shall have the

right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

Section 4.13---CABLE SYSTEM MAPS

The Licensee shall provide the Issuing Authority or its designee, upon written request by the Issuing Authority, with strand maps of the Cable System. If changes are made in the Cable System located in the Public Way, the Licensee shall file updated strand maps not more than once annually; provided, however, Licensee shall not be required to file changed strand map(s) if such a map is filed with a Town department during any Public Way road opening permit, grant of location, etc. application process.

Section 4.14---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers.

Section 4.15---COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town, provided that said establishment(s) agrees to pay for installation and subscription costs as established by the Licensee.

Section 4.16---DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable Television System serving the Town pursuant to applicable federal statute or regulation.

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 2**, attached hereto, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Department, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Montague Programming line-up at least thirty (30) days before any such change is to take place, and the Licensee shall provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4---EQUIPMENT/CABLE COMPATIBILITY

(a) Licensee will continue to comply with equipment compatibility requirements in accordance with applicable law and regulation.

(b) The Licensee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).

(c) Pursuant to the rules and regulations of the Department, as may be amended from time to time, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers.

Section 5.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, non-routine and material Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6---DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS

The Licensee shall provide a Cable Drop, Outlet and Basic Service along its cable routes to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority, including those listed in **Exhibit 3A**, attached hereto and made a part hereof subject to the FCC's 621 Order as set forth herein and subject to the Issuing Authority reserving the right to discontinue such Cable Drop, Outlet and Basic Service to any or all such municipal and school buildings. If the Licensee intends to charge for the Cable Drop(s), Outlet(s) and Basic Service required herein, the parties shall adhere to the procedures and timelines in accordance with the FCC's 2019 Third Report and Order in the Matter of Implementation of Section 621 of the Cable Act.

ARTICLE 6

PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS FACILITIES & SUPPORT

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Provider(s), as designated by the Issuing Authority, shall continue to be responsible for the provision of Public, Educational and Governmental (PEG) Access Programming to Subscribers and the Town, pursuant to the provisions of this Article 6 herein.

Section 6.2---PUBLIC, EDUCATIONAL AND GOVERNMENT ACCESS PROVIDER

The PEG Access Provider(s), acting as a nonprofit corporation subject to and in accordance with Section 501(c)(3) of the Internal Revenue Code or as a municipal access designee, shall provide services to Subscribers, PEG Users and the Town, as follows:

- (1) Schedule, operate and program the PEG Channels provided in accordance with Section 6.3 below and the terms herein;
- (2) Manage PEG annual funding, subject and pursuant to Section 6.4 below, applicable law regarding cable license funding and the terms hereof;
- (3) Purchase, maintain and/or lease PEG equipment, with the capital funds, if allocated by the Issuing Authority to the Access Provider for such purposes in Section 6.5 below and subject to applicable law and the terms hereof and as determined by the Issuing Authority;
- (4) Conduct training programs in the skills necessary to produce PEG Programming;
- (5) Establish rules, procedures and guidelines for use of the PEG Channels, subject to and in accordance with applicable law and subject to the Issuing Authority review.
- (6) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Channels, facilities and equipment as appropriate and necessary; and
- (7) Produce or train Users in the production of original, non-commercial PEG Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

Section 6.3---PEG ACCESS CHANNELS

- (a) As of the Effective Date the Licensee shall continue to make available for use by the Issuing Authority and/or the Access Provider, two (2) Licensee-owned downstream PEG Access Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town and/or the Access Provider and shall be subject to the control and management of the Issuing Authority and/or the Access Provider, as determined by the Issuing Authority, subject to the terms herein.
- (b) Within twenty-four (24) months of the Effective Date, Licensee shall make available to the Town one (1) PEG Access Channel in High Definition (HD) and one PEG Access SD-SDI Channel. The net result shall then be one (1) HD PEG Access Channel and one (1) SD/SDI PEG Access Channel, for a total of two (2) PEG Access Channels as further set forth in Section 6.10 below.
- (c) The Town or its PEG Access Designee shall be responsible for providing the HD PEG Channel signal in an HD format compatible with Licensee's equipment in the Cable System at the applicable demarcation point. Further, the Town or its PEG Access Designee as determined by the Issuing Authority, shall be responsible for the cost of implementing the HD Channel and SD-SDI channel at a total cost not to exceed Ten Thousand Dollars (\$10,000.00).
- (d) The Town acknowledges that HD programming may require special viewer equipment and subscription to advance services and that by agreeing to make PEG Channels available in HD format, Licensee shall not be required to provide free HD equipment to Subscribers, or for the Town or the public schools, nor modify its equipment or pricing policies in any manner, except as otherwise expressly provided for in this Agreement. The Town acknowledges that not every Subscriber may be able to view HD PEG Access Programming on every TV, and additional costs may be required for the reception of HD programming.
- (e) Licensee may implement HD carriage of the PEG Channel in any manner (including selection of compression, utilization of IP (Internet Protocol), or other processing characteristics) that produce a signal from the perspective of the Subscriber that is substantially equivalent to similar commercial HD channels on the Cable System.
- (f) Subject to applicable law and other than the upgrade and equipment costs identified in this

section, there shall be no charge to the Town, its Issuing Authority, the Access Provider or Access users for the provision of PEG Access origination, video return or cablecasting, as required by or provided pursuant to this Section 6.3.

Section 6.4---ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide an annual payment to the Town, for PEG Access purposes and as set forth below, equal to five percent (5%) of Licensee's Gross Annual Revenues for the term of this Renewal License.

(b) Said payments made pursuant to Section 6.4(a) above shall be payable to the Town to be used in accordance with applicable law for PEG Access and cable-related purposes as determined by the Issuing Authority. The first payment under Section 6.4(a) shall be made on or before November 15, 2025 for the previous period of the Effective Date to September 30, 2025. Thereafter, payments pursuant to Section 6.4(a) shall be made on a quarterly basis: (i) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December, (ii) on or before May 15th of each year of this Renewal License for the previous three (3) month period of January, February and March; (iii) on or before August 15th for the previous three (3) month period of April, May and June; (iv) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; and the final payment under Section 6.5(a) shall be made on or before November 15, 2035 for the period of July 1, 2035 to August 31, 2035. The payments pursuant to this Section 6.4 shall be calculated based on the Gross Annual Revenues for the corresponding quarter or pro-rated part, if applicable, of the corresponding quarter of the preceding twelve (12) month calendar year (January-December).

(c) The parties acknowledge that any annual payment to the Town due subsequent to the expiration of this License, shall be due as an obligation pursuant to this Renewal License.

(d) The Licensee shall file, for each of the payments pursuant to paragraphs (a), (b) and/or (c) above, a statement verified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding specified periods. If the Licensee's payments to the Town were less than the required percentage for the reporting period, it shall pay any balance due to the Town no later than its subsequent

payment. Said statement shall list all of the general categories comprising Gross Annual Revenues.

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Cable Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay an amount equal to the percentages required by paragraphs (a) and/or (b) above of such Person's Gross Annual Revenues.

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the Prime Rate.

(g) The Issuing Authority acknowledges that under the Cable Act certain costs of Public, Educational and Governmental Access Programming and other Renewal Franchise requirements may be passed through to Subscribers in accordance with federal law.

Section 6.5---PEG ACCESS FACILITIES/EQUIPMENT CAPITAL FUNDING

(a) The Licensee shall provide funding for capital costs for public, educational or governmental (PEG) access facilities (the "PEG Access Capital Funding") to the Issuing Authority or the designated Access provider, as determined by the Issuing Authority, subject to and in accordance with applicable laws, in five annual payments, on or before the below referenced dates, as follows:

December 15, 2025	\$17,500.00
December 15, 2026	\$17,500.00
December 15, 2027	\$17,500.00
December 15, 2028	\$17,500.00
December 15, 2029	\$17,500.00

(b) Thereafter the Licensee shall provide PEG Access Capital Funding to the Issuing Authority or its Access Designee, as determined by the Issuing Authority, in the amount of One Dollar and Fifteen Cents (\$1.15) per subscriber, per month, payable quarterly. The first such payment shall be made on May 15, 2030, for the period of January 1, 2030 through March 31, 2030. Quarterly thereafter, Licensee shall provide payments each August 15th, and November 15th and February 15th based on subscribers from the previous calendar quarter. The final PEG Access Capital Funding payment shall be made on November 15, 2035 for the period of July 1, 2035 through August 31, 2035.

(c) In the event that the payments pursuant to this Section 6.5 are not tendered on or before the due dates set forth above, interest due on such payments shall accrue from the date due at the rate of the Prime Rate, on the last day of business of the prior month and shall be payable to the Issuing Authority for late payment to the Issuing Authority; and shall be payable to the Access Provider for late payment to the Access Provider. Any payments to the Issuing Authority or the Access Provider pursuant to this Section 6.5(b) shall not be deemed to be part of the funding to be paid to the Issuing Authority and/or to the Access Provider pursuant to Section 6.5(a) and shall be within the exclusions to the term "franchise fee" pursuant to Section 622 of the Cable Act and Section 6.5(a) capital payments likewise are within said exclusions to the term "franchise fee" pursuant to Section 622 of the Cable Act.

Section 6.6---EQUIPMENT OWNERSHIP

The Town or the Access Provider, as determined by the Issuing Authority, shall own all PEG Access equipment purchased with funding pursuant to Article 6. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment; however, encoders owned by Licensee as provided in Sections 6.10(c) and (d) shall be the responsibility of Licensee.

Section 6.7---ACCESS PROVIDER ANNUAL REPORT

Upon the written request of the Licensee and/or the Issuing Authority, the Issuing Authority's Access Designee shall provide the Licensee and Issuing Authority with a copy of the Access Provider's annual Form PC submitted to the Division of Public Charities and the Form 990.

Section 6.8---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the standards commensurate with those which apply to the Cable System's commercial channels.

Section 6.9--- PEG ACCESS VIDEO ORIGINATION LOCATIONS

From the Effective Date of this Renewal License, Licensee shall continue to maintain, operate and own the existing PEG Access video return lines ("Video Return Lines" or "VRL") specified herein and as set forth below and at no charge to the Town or Access Designee/Provider, in accordance with this Renewal License. The Video Return Lines serving video origination

locations listed in **Exhibit 3** shall be operated and maintained by Licensee subject to such terms as further provided in Section 6.10 below.

Section 6.10---PEG ACCESS VIDEO TRANSPORT AND CABLECASTING

(a) In order that the Issuing Authority, its designee(s) and/or the Access Provider can cablecast PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be provided to the Licensee at the input of the Licensee-owned encoders located at the existing Access Provider studio and existing video return line hubsite at 34 2nd Street, Turners Falls, Montague which shall be the demarcation point between Licensee's equipment and the PEG Access Provider's equipment and Licensee shall continue to maintain, operate and own the video return line carrying PEG signals from the demarcation point at said hubsite at 34 2nd Street, Turners Falls, Montague to Licensee's Headend at no charge to the Town and/or Access Provider, and Licensee shall be responsible for the video return lines from the three sites as set forth in **Exhibit 3** to transport PEG Access video originations from said sites to the Access Provider hubsite at 34 2nd Street, Turners Falls at no charge to the Town or Access Designee/Provider to the extent consistent with the Cable Act and applicable laws, in accordance with this Renewal License. From the demarcation point (at the input into the Licensee-owned encoders), PEG Access Programming shall be transported via the existing fiber connection between the existing Access Provider studio hubsite and the Licensee's Headend at no charge to the Town and/or Access Provider designee.

(b) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend or hub site to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Licensee's Headend or the hub site, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority, its designee(s) and/or the Access Corporation for such electronic switching responsibility. Any manual switching shall be the responsibility of the Access Corporation or the Issuing Authority. The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall maintain, repair and/or replace any Licensee-owned Headend or hub site Signal processing equipment including but not limited to the encoders at the existing PEG

Access hubsite at the Access Provider studio at 34 2nd Street, Turners Falls and sites as set forth in Exhibit 3. The Town's Access Provider shall maintain, repair and/or replace the studio or processing equipment, portable modulators and demodulators and processors owned and operated by the Access Provider or the Town subject to Licensee being responsible for encoders in accordance with Section 6.10(d) below. Unless otherwise agreed to, the demarcation point between the Licensee's equipment and/or the Town's or the Access Provider's equipment shall be at the input of the Licensee-owned encoder(s) or equivalent device used for video Signal transport.

(d) As part of the PEG access channels and video return system described above in subsection (a), upon written request from the Issuing Authority and payment by the Access Provider at a cost not to exceed Ten Thousand Dollars (\$10,000.00), the Licensee shall purchase, install and operate standard definition serial digital interface (SD/SDI) equipment for one (1) PEG Access Channel and equipment for one (1) high definition (HD) access channel. Said PEG access video return equipment shall be installed by Licensee at the existing Access Provider hubsite at 34 2nd Street, Turners Falls not later than twenty-four (24) months from the Effective Date of this Renewal License. The Licensee shall own, maintain and repair, and replace if needed, said equipment for the entire term of this Renewal License.

(e) In the event of a relocation initiated by the Town and Access Provider of the existing PEG Access Provider studio hub-site and demarcation point from an existing location, Licensee shall interconnect its Cable System to said new location(s) subject to the following. Any such relocation, if any, such as costs related to Licensee relocating or changing the hub site equipment or connectivity facilities pursuant to this Section 6.10(d) shall be at the sole cost of the Access Provider or Town as determined by the Issuing Authority, subject to the Licensee not initiating, causing or being responsible for the need for such equipment or connectivity facilities relocation. No such additional studio or hub site relocation shall occur at Access Provider or Town expense without Licensee providing a written estimate to the Town and Access Provider in advance, and the Town approving and consenting to Licensee's estimate. The Licensee shall not be required to commence relocating said equipment or facilities until it receives from the Access Provider payment of the entire project estimated cost. Licensee shall complete said relocation project, if any, no later than eighteen (18) months after receiving said payment of the entire project cost.

Section 6.11---CENSORSHIP

Neither the Licensee nor the Town shall engage in any program censorship or any other control of the content of the public access Programming on the Cable System, except as otherwise required or permitted by applicable law. Licensee shall not engage in any program censorship or any other control of the content of the educational or governmental access Programming on the Cable System, except as otherwise required or permitted by applicable law. The Issuing Authority reserves its rights subject to applicable law regarding ultimate control of content on government access and educational access programming. For the content of the programming on the Public Access Channel and for Public Access operations, any liability therefor shall reside solely with, and be the responsibility of, the Access Provider designated as the public access designee.

**ARTICLE 7
ANNUAL FUNDING TO THE TOWN**

Section 7.1---LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$0.50) per Subscriber per year or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s).

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the PEG Access Funding pursuant to Section 6.4 *supra* and (ii) any License Fees that may be payable to the Town, the State or other government payments that meet the federal Cable Act definition of Franchise Fee or License Fees; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town or the Access Provider because of late payments; (ii) the equipment/facilities funding payments payable to the Issuing Authority and/or the Access Provider pursuant to Section 6.5 *supra*, (iii) any exclusion to the term “franchise fee” pursuant to Section 622(g)(2) of the Cable Act.

Section 7.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or the Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax,

fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 7.3---RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Article 6 *supra*. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than three (3) years after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required PEG Access payment to the Issuing Authority, without interest charges of any kind.

Section 7.4---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws and shall not detract from Services provided to Montague.

Section 7.5---METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to Section 7.1(a) of this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8 RATES AND CHARGES

Section 8.1---RATE REGULATION

The Town reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thirty (30) days prior to changing one of its policies and/or practices, the Licensee shall notify, in writing, the Department, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

(b) In accordance with applicable law, at the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade Service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 5**.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law(s), in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars per occurrence (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

- (i) Such insurance shall commence no later than the Execution Date of this Renewal License.
- (ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
- (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal

License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 11.1 *infra*.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---REPORTING

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 9.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action

hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority within a reasonable time from receipt of a claim or action pursuant to this section. Licensee shall not indemnify the Town for any claims resulting from solely acts of willful misconduct or negligence on the part of the Town or for the content of PEG Access programming on the PEG Channels.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day-to-day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 *infra*.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s) and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant

to Section 11.1 *infra*. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

Section 10.3---NONDISCRIMINATION

The Licensee shall not unlawfully discriminate against any Person in its solicitation, service or access activities.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

Section 10.6---JURISDICTION & VENUE

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

**ARTICLE 11
DETERMINATION OF BREACH & LICENSE REVOCATION**

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position.

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;

- (ii) Commence an action at law for monetary damages;
- (iii) Foreclose on or otherwise lawfully pursue all or any appropriate part of the security (performance bond) provided pursuant to Section 9.2 herein;
- (iv) Declare the Renewal License to be revoked subject to Section 11.2 below and applicable law;
- (v) Invoke any other lawful remedy available to the Town.

Section 11.2---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 *supra*, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.3---TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.2 above; or (ii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.4---NOTICE TO TOWN OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

Section 11.5---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under the Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.6---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the Town, or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority or the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 -- CUSTOMER SERVICE

(a) Licensee shall comply with the FCC's Customer Service Regulations, codified at 47 U.S.C. §76.309, as may be amended from time to time.

(b) For the term thereof, residents of Montague may have access to Licensee's area customer service office for general purposes including accepting payments and receiving and resolving all complaints, including without limitation, those regarding Service, equipment malfunctions or billing and collection disputes. The business office shall be open for walk-in business during Normal Business Hours.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309 as may be amended from time to time, attached hereto as **Exhibit 6**, during Normal Business Hours, as defined therein.

(b) Pursuant to 47 C.F.R. §76.309, the Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Montague Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) Pursuant to 47 C.F.R. §76.309, a Subscriber shall receive a busy signal less than three percent (3%) of the time, measured on a quarterly basis, under normal operating conditions.

Section 12.3---CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow up on their individual problem and/or inquiry.

Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Montague residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business day.

(c) The Licensee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one (1) neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.5---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Department and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as

Exhibit 5

and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;
- (iii) Form of Bill;
- (iv) Advance Billing and Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

Section 12.6---COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:

Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved Complaint regarding cable television operations, the

Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Montague with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

(c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.7---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.8---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.9---PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act (47 U.S.C. 551) as may be amended.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 12.10---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.11---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) Subject to applicable law, the Licensee shall promptly make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) Subject to applicable law, a Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) Subject to applicable law, a Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information shall be directed to the Licensee. The Licensee shall provide Subscriber with a reasonable opportunity to correct any errors in such information upon a reasonable showing by any Subscriber that such information is inaccurate.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2---FINANCIAL REPORTS

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Department Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to the number of Basic Service Subscribers.

Section 13.4---SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Department, the Licensee shall submit a completed copy of Department Form 500, attached hereto as **Exhibit 7** to the Issuing Authority, or its designee(s), as required by the Department.

Section 13.5---QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.6---DUAL FILINGS

To extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 13.7---INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit, or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

**ARTICLE 14
EMPLOYMENT**

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2---CAPTIONS

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There are no actions or proceedings pending or threatened against the Licensee as of the Execution Date of this Renewal License that would interfere with its performance of the Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, as of the Execution Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

Section 15.7---FORCE MAJEURE

If by reason of Force Majeure either party hereto is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; pandemics, public health emergencies; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; environmental hazards; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of either party hereto.

Section 15.8---APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.9---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the Selectboard, Town of Montague, Town Hall, 10-B West State Street, Montague, Massachusetts 01033 and one (1) copy to the Town Counsel/Town Attorney c/o Montague Town Hall. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of delivery:

Comcast Cable Communications, Inc.
Vice President, Government Affairs
222 New Park Drive
Berlin, CT 06037

with one (1) copy to the following:

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, Pennsylvania 19103

Comcast
Attn: Government Relations
676 Island Pond Road
Manchester, NH 03109

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in a Montague newspaper of general circulation.

(d) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.10---NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635a(a) of the Cable Act, the Licensee, and other Persons, shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

Section 15.11---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 15.12---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

Section 15.13---NO THIRD-PARTY BENEFICIARY

Nothing in this Renewal License is intended to confer third-party beneficiary status or any legal right of any nature on any member of the public or Person not a party and signatory to this Renewal License to enforce the terms of this Renewal License.

SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Selectboard of the Town of Montague, Massachusetts, as Issuing Authority, this ____ day of _____ 2025, and all terms and conditions are hereby agreed to by Comcast of Massachusetts II, Inc.

**The Selectboard of Montague,
as Cable License Issuing Authority**

BY:

Approved as to form:

William August, Esq., Epstein & August, LLP

Comcast of Massachusetts/Virginia, Inc.

By:

Carolyn Hannan
Regional Senior Vice President
New England Region

EXHIBITS

**EXHIBIT 1
FCC TECHNICAL SPECIFICATIONS**

**TITLE 47—TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE**

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW, suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of $0.0133 (Z)$ millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of $0.00662(Z)$ millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24 hour period in July or August and during a hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (*e.g.*, 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

- (i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.
- (ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.
- (7) The ratio of RF visual signal level to system noise shall be as follows:
 - (i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.
 - (ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.
 - (iii) As of June 30, 1995, shall not be less than 43 decibels.
 - (iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:
 - (A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;
 - (B) Each signal which is first picked up within its predicted Grade B contour;
 - (C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.
- (8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:
 - (i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and
 - (ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.
- (9) The terminal isolation provided to each subscriber terminal:
 - (i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and
 - (ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.
- (10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.
- (11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:
 - (i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.
 - (ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.
 - (iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed ± 10 degrees.
- (12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	Signal leakage	limit	Distance in
		(micro-volt/ meter)	meters (m)
Less than and including 54 MHz, and over 216 MHz		15	30
Over 54 up to and including 216 MHz		20	3

- (b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or

specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 2
PROGRAMMING AND SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming; and
- + Local Programming.

**EXHIBIT 3
VIDEO ORIGINATION LOCATIONS**

1. Montague Town Hall, 1 Avenue A, Montague, MA
2. Turners Falls High School, 222 Turnpike Road, Montague, MA
3. PEG Access Studio/current hubsite, 34 2nd Street, Turners Falls, Montague, MA

**EXHIBIT 3A
MUNICIPAL AND PUBLIC SCHOOL SITES RECEIVING COMCAST SERVICE
SUBJECT TO RENEWAL LICENSE §5.6****

Municipal Buildings

Town Hall, 1 Avenue A, Montague
Police Department, 180 Turnpike Road, Turners Falls
Public Library, 201 Avenue A, Turners Falls
Fire Station, 28 Old Sunderland Road, Montague
Department of Public Works, 128 Turners Fall Road
Senior Center, 62 5th Street, Turners Falls

Montague Public School Buildings

Turners Falls High School, 222 Turnpike Road, Montague
Great Falls Middle School, 224 Turnpike Road, Montague

Other

Montague Community Television Studio, 34 2nd Street, Turners Falls, M

** or such other address, without charge, as designated by the Issuing Authority

**EXHIBIT 4
GROSS ANNUAL REVENUES REPORTING FORM**

Comcast of Massachusetts II, Inc.

TOWN OF MONTAGUE

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	
Advertising Revenue	
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Total Gross Annual Revenues	\$ [enter total]
-----------------------------	------------------

License Fee (___%)	\$ [enter % of total]
--------------------	-----------------------

Fee-on-Fee (___%)	<u>\$ [enter % of %]</u>
-------------------	--------------------------

License Fee Due	<u>\$ [enter total due]</u>
-----------------	-----------------------------

[This form is intended to report Gross Annual Revenues as defined in Renewal License Section 1.1(21) and in the event of any inconsistency between this form and said Renewal License Section 1.1(21), said Section 1.1(21) shall govern.]

1 – Pay Service includes but is not limited to all Pay Channels and Pay-Per-View Movie/Event revenue.

2 – Other Unregulated includes but is not limited to converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized Comcast Representative:

Name:

Date:

**EXHIBIT 5
207 CMR 10.00**

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;

- (e) the amount of the bill for the current billing period, separate from any prior balance due;
- (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than a lawful percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute

registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.

- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

**EXHIBIT 6
FCC CUSTOMER SERVICE OBLIGATIONS**

**TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION**

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four hour time block during normal business hours. (The operator may

schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 7
DEPARTMENT FORM 500

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

E-Mail:

Average Resolution Time:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days
A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

Manner of Resolution:

Total
Complaints

Avg.
Resolution
Time (see
code above)

Manner of Resolution (see code key above for the manner
represented by the letters below) The number below
each letter indicates the number of complaints resolved
in that manner.

A.

B.

C.

Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

July 3, 2025

427 Main Street, Suite 400, Worcester, MA 01608
Tel: 508.762.1676

Walter Ramsey, AICP, Town Administrator
Town of Montague
1 Avenue A
Turners Falls, Massachusetts

9A

Re: **Scope of Work and Cost Estimate – Remediation Oversight Services
First Street Parking Lot
Montague, Massachusetts
Release Tracking Number 1-21968**

Dear Walter Ramsey:

Weston & Sampson Engineers, Inc. (Weston & Sampson), is pleased to submit this Scope of Work and Cost Estimate to provide Remediation Oversight Services for the First Street Parking Lot in Montague, Massachusetts (the Site). The Site is a Disposal Site subject to regulations in accordance with the Massachusetts Contingency Plan [MCP; 310 Code of Massachusetts Regulations (CMR) 40.0000]. Response actions at the Site are being tracked under Release Tracking Number (RTN) 1-21968.

This Scope of Work and Cost Estimate was developed to support the redevelopment of the Site from its current use as a paved public parking area to multi-unit residential. We understand that the majority of the remediation will be completed and directly funded by the Massachusetts Department of Environmental Protection (MassDEP). We also understand that pre-remedial soil characterization sampling and field screening will be completed by the United States Environmental Protection Agency (EPA) Region 1 Targeted Brownfields Assessment (TBA) program. Additionally, MCP compliance reporting for RTN 1-21968 is being funded by the Franklin Regional Council of Governments (FRCOG) through a Brownfields Community-Wide Assessment Grant awarded by the EPA. Work to be funded by FRCOG is identified in the Scope of Work and Cost Estimate prepared by Weston & Sampson and approved by FRCOG in January of 2025.

We have prepared this Scope of Work and Cost Estimate for remediation oversight tasks for the Site that are not being completed by MassDEP, funded by FRCOG/EPA, or performed under the EPA TBA program. Tasks included in this Scope of Work and Cost Estimate were developed based on the March 13, 2025, Conceptual Remedial Cost Estimate prepared by Weston & Sampson for the Town of Montague (the Town) and FRCOG, as well as subsequent discussions and email correspondence with EPA, MassDEP, and the Town.

BACKGROUND AND APPROACH

The Site is a 0.65-acre public parking lot owned and used by the Town. Historically, the Site was developed as tenement housing as early as the late 1800s; however, the housing structures were demolished in the early 1960s. The Town acquired the Site through tax title taking in 1964 and the parking lot was constructed in the late 1970s to early 1980s. The Town issued a Request for Proposals (RFP) to develop affordable residential housing on the Site in December 2022. The project was awarded to Pioneer Valley Habitat for Humanity in January 2023.

In advance of the redevelopment of the Site, the Town engaged the EPA Region 1 TBA Program to assist with environmental site assessment activities. Between July and October 2023, the United States Department of Transportation (DOT) Volpe Center (Volpe) completed a Phase II Environmental Site Assessment (ESA) under the EPA TBA Program. Results of the Phase II ESA indicated the presence of metals (arsenic, barium, lead, and zinc) and polycyclic aromatic hydrocarbons (PAHs; benzo(a)pyrene and acenaphthylene) in soil at concentrations meeting or exceeding their respective category RCS-1 Reportable Concentrations. These exceedances constituted a 120-day reportable condition in accordance with 310 CMR 40.0315(1). On February 27, 2024, the Town submitted a Release Notification Form (RNF) to the MassDEP for the 120-day Notification Condition. MassDEP subsequently issued RTN 1-21968 for the release.

Based on our review of the 2023 Phase II ESA, Weston & Sampson provided the EPA TBA program with a scope of work for a supplemental soil sampling program focused on evaluating the extent of metals exceeding RCS-1

around sampling location FRST-B-105. Volpe completed a Supplemental Phase II ESA in 2024 based on Weston & Sampson's recommended scope of work.

In March 2025, at the request of FRCOG and the Town, Weston & Sampson developed a conceptual remedial cost estimate based on the results of the subsurface investigations conducted at the Site. The remedial cost estimate included low- and high-end cost estimates for excavating impacted soil from the Site to achieve regulatory closure for RTN 1-21968. We understand that the Town submitted the remedial cost estimate to MassDEP for their consideration for cleanup and funding.

During subsequent discussions between the Town, FRCOG, MassDEP, EPA, and Weston & Sampson, MassDEP identified several remediation tasks that they will fund directly, including pavement removal, erosion control, dust control, impacted soil excavation, on-site soil stabilization, impacted soil transportation and disposal, site decontamination, and contractor mobilization and de-mobilization. Additionally, EPA's TBA program will conduct a soil sampling program to identify appropriate excavation endpoints and to pre-characterize soil in the proposed remediation area for disposal.

This Scope of Work and Cost Estimate includes remediation oversight tasks not being completed or funded by others to support the Town during remedial activities at the Site.

PROPOSED SCOPE OF WORK

Task 1: Project Management and Meetings / Coordination / Health & Safety Plan

Weston & Sampson will perform project management activities associated with remedial oversight activities including correspondence and coordination with appropriate Site contacts and subcontractors, MassDEP, and the Town. In addition, Weston & Sampson anticipates one virtual meeting or teleconference to discuss the remediation and data, present findings to MassDEP and the Town, and/or to discuss recommendations. Based on our correspondence with the Town, this task assumes that no local permits will be required for remediation activities.

Prior to fieldwork, Weston & Sampson will update our existing site-specific Health and Safety Plan (HASP) for our personnel conducting the remediation oversight activities at the Site. The purpose of this document is to describe hazards and confirm proper and safe conduct of Site operations, and to comply with the requirements of the MCP at 310 CMR 40.0018. Non-Weston & Sampson personnel, including municipal, state, and federal personnel and subcontractors, are not covered by the HASP. The HASP includes:

- The use of appropriate personal protective equipment (PPE).
- Relevant emergency and project contacts.
- First aid and handling procedures of injuries requiring medical attention and transport to the nearest local hospital.
- Sign-off sheet acknowledging that field representatives have read the HASP.

Task 2: Pre-remedial Characterization Sampling Observation and Site Preparation

Weston & Sampson will observe EPA's selected TBA contractor during pre-remedial characterization sampling and perform remedial site preparation activities based on the results of the EPA TBA sampling program. Observation activities will include correspondence with EPA and the EPA TBA contractor and two (2) days of on-site observations by a Weston & Sampson field engineer or scientist. Weston & Sampson will document field observations in daily field logs to document progress and inform MCP submittals for RTN 1-21968.

Following our review of pre-remedial characterization laboratory analytical results (to be provided by the EPA TBA contractor), Weston & Sampson will prepare the Site for remediation by conducting a pre-remedial stakeout survey at the Site using a handheld global position system (GPS) instrument to document sample locations and inform the limits of the soil excavation activities. We will also collect location data for the existing monitoring well network, which is a requirement under the MCP.

Task 3: Remedial Construction Observation

A Weston & Sampson field engineer or scientist will observe construction activities during remediation at the First Street Site. For budgeting purposes, we have assumed two (2) weeks (10 business days) of full-time observation. Daily remedial oversight will include the deployment of four (4) particle dust monitors to measure fugitive dust at the fence line in approximately the north, south, east, and west directions. Dust monitoring data will be logged and documented in the Release Abatement Measure (RAM) Status and Closure Reports for the site. Alarms will be set to a site-specific dust action level, which will have been calculated as part of the RAM Plan funded by FRCOG.

The resident representative will document excavation endpoints using a handheld GPS instrument. If results of the EPA TBA program pre-remedial characterization sampling efforts indicate areas requiring additional delineation to support regulatory site closure, the field representative will screen soils using a handheld x-ray fluorescence (XRF) analyzer. Results of the XRF screening will be shared with MassDEP and the MassDEP contractor and used to direct the extent of excavation.

Task 4: Disposal Documentation

Following remediation, Weston & Sampson will prepare documentation to support transportation and disposal of soil generated during remediation. For budgeting purposes, we have assumed preparation or review of two (2) soil disposal profiles, preparation of two (2) Bills of Lading (BOLs), and preparation of two (2) LSP Opinion Letters will be required for soil transportation and disposal activities.

Task 5: Supplemental / Confirmation Sampling

Weston & Sampson will collect and submit supplemental soil samples for laboratory analysis required to support remedial activities and regulatory closure of the Site. This may include characterizing backfill materials to be used for site restoration, collecting post-excavation confirmation soil samples, and/or TCLP treatment confirmation sampling. For budgeting purposes, we have assumed the collection and analysis of the following:

- Two (2) soil samples for typical disposal characterization parameters;
- Ten (10) soil samples for up to four (4) metals analyses each (i.e., arsenic, barium, lead, and zinc); and
- Five (5) samples for TCLP lead.

Costs associated with this task will only be billed for the samples that are required to be submitted to the laboratory; therefore, this task may not be billed to the full amount.

COST AND SCHEDULE

Weston & Sampson anticipates completing the above Scope of Work for a lump sum fee of **\$49,980**, to be billed as percent complete on a monthly basis. As previously mentioned, Task 5 may not be billed to the full amount if all laboratory analyses are not required to support remedial activities and regulatory closure.

Weston & Sampson is prepared to initiate the scope of work immediately upon receipt of notice to proceed. This scope of work will be performed in accordance with our attached General Terms and Conditions.

The table on the following page represents the estimated cost for each task as described above:

Task No.	Task Name	Total Fee
1	Project Management & Meetings / Coordination / HASP	\$ 5,810
2	Pre-remedial Characterization Sampling Observation and Site Preparation	\$ 8,330
3	Remedial Construction Observation	\$27,590
4	Disposal Documentation	\$ 3,960
5	Supplemental / Confirmation Sampling	\$ 4,290
	Total	\$49,980

ASSUMPTIONS / EXCLUSIONS

1. Task 1 includes one (1) virtual meeting with the project LSP and project manager, and up to 6 hours of project management time for the LSP and project manager.
2. No local permits are required for the remedial excavation.
3. Site visits and/or contractor observation will be completed during standard work hours (i.e., weekdays between 7AM and 5PM).
4. Assumes two (2) days of field oversight for Task 2 and 10 days of field oversight and two (2) Site visits by the LSP for Task 3.
5. Weston & Sampson field personnel can perform site visits and/or contractor observation in OSHA Level D protection.
6. Data collected by EPA's TBA program will be provided to Weston & Sampson in Electronic Data Deliverable (EDD) and EXCEL format.
7. MassDEP's contractor is responsible for dust mitigation based upon the site-specific action level to be calculated by Weston & Sampson as part of the RAM Plan. We assume the MassDEP contractor will initiate dust mitigation efforts at the direction of the LSP, either directly or through MassDEP.
8. Weston & Sampson is not responsible for construction fencing and/or wind screens.
9. Assumes other MCP deliverables identified in the Scope of Work and Cost Estimate prepared by Weston & Sampson and submitted to FRCOG on January 17, 2025, have been authorized and completed prior to MassDEP contractor mobilization and initiation of Task 3.
10. Task 4 assumes the MassDEP contractor has identified an appropriate disposal / recycling / reuse facility for two (2) separate soil waste streams.
11. For budgeting purposes, typical disposal characterization parameters include total petroleum hydrocarbons (TPH) by Method 8100M; Resource Conservation and Recovery Act (RCRA) 8 metals by Methods 6010 and 7470/7471; volatile organic compounds (VOCs) by Method 8260B; semi-volatile organic compounds (SVOCs) by Method 8270D; polychlorinated biphenyls (PCBs) by Method 8082, conductivity by Method 9050A, pH, ignitability, and reactivity.

If this proposal is acceptable to you, please sign the Notice to Proceed below and attached General Terms and Conditions, and email to the undersigned at spencer.joseph@wseinc.com. Please do not hesitate to contact us if you have any questions or concerns.

Very truly yours,

WESTON & SAMPSON ENGINEERS, INC.



Joseph R. Spencer, LSP, CHMM, ASTM-CEP
Senior Project Manager



Sarah R. DeStefano, ENV SP
Practice Leader | Associate

NOTICE TO PROCEED

Name Matt Lord

Title Selectboard Chair

Organization Town of Montague

Signature _____

Date July 21, 2025

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated July 3, 2025, is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Credit card payments by the OWNER shall not be allowed by WESTON & SAMPSON. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement.

Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON's officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.

4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON

- or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.
6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
- a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete 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 the Agreement.
 - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.
 - c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
 - d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
 - e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
 - f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
 - h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
 - i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
 - j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.
8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the

- terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.
9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.
11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.
16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other

notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in 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 and enforceable provision that comes as close as possible to the intention of the stricken provision.
18. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.
19. Interpretation of Construction Documents.
The parties agree that should WESTON & SAMPSON's services not include construction phase services, the OWNER shall be solely responsible for interpreting any construction contract documents and for observing any associated

construction work in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar tasks at a similar site and under similar circumstances and conditions, including with respect to discovery and correcting or mitigating errors, inconsistencies, or omissions in such contract documents. If, under the foregoing circumstances, the OWNER authorizes deviations from the documents prepared by WESTON & SAMPSON, the OWNER shall not bring any claim against WESTON & SAMPSON and shall indemnify and hold WESTON & SAMPSON, its agents, and employees from and against claims, losses, damages, and expenses, including defense costs and the time of WESTON & SAMPSON, to the extent such claim, loss, damage, or expense arises out of or results in whole or in part from such deviations.

Approved by:

OWNER Name

Signature

Date

Printed Name and Title

\\Wse03.local\WSInc\Marketing\ MarketingResources\Proposals\2025\
0 - Inhouse & Letter Proposals\Environmental\Montague MA - First
Street Site LSP Services\GT&C.docx

CONTRACT
AGREEMENT FOR CONSTRUCTION
PROJECT UNDER C.30, § 39M

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and All Star Abatement, Inc., with an address of 100 Servistar Industrial Way, Westfield, MA 01085, hereinafter referred to as "Contractor", effective as of the ____ day of July, 2025. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for the **Asbestos Abatement at Strathmore Mill Footbridge project**, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing _____, 2025, through _____, 2025.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$38,000.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.

3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town of Montague and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability \$3,000,000.00 aggregate	\$1,000,000.00 each occurrence
Excess Umbrella Liability \$2,000,000 annual aggregate	\$2,000,000 each occurrence

The Town of Montague shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By: _____
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

By

Printed Name and Title

TOWN OF MONTAGUE

by its Selectboard

_____ Matt Lord

_____ Richard Kuklewicz

_____ Marina Goldman

Approved as to Availability of Funds:

_____ (\$38,000.00)
Town Accountant Contract Sum

APPENDIX A

WRITTEN SCOPE OF WORK

SECTION 13281

ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 GENERAL PROVISIONS

- A. The Town of Montague, Massachusetts (the “Owner”) intends to conduct asbestos abatement along the Strathmore Mill Footbridge which is owned by a private utility and being prepared for demolition. The Town is responsible for preparing existing utilities for demolition which includes asbestos abatement. Asbestos-containing materials (ACM’s) have been identified and are being planned for abatement to prepare for renovation/demolition of the Footbridge.
- B. The work covered in this section includes the minimum procedures that shall be employed during abatement of the ACM.
- C. This Scope of Abatement work was prepared by Massachusetts Department of Labor Standards (MADLS) certified Asbestos Project Designer Francisco J. Rodrigues (#AD040132).

1.2 PROJECT DESCRIPTION

- A. The specified Work includes but is not limited to the proper removal, handling, and disposal of all ACM listed in the Asbestos Abatement Schedule appended to this Scope. Abatement is expected to be conducted in accordance with “Traditional” asbestos abatement regulations. If contractor elects to seek relief via MassDEP’s Non-Traditional Work Plan (NTWP) Program, they shall do so at their own expense and with their own asbestos project designer. The Owners project monitor will conduct project monitoring and air sampling for the project.
- B. This section addresses the abatement of asbestos-containing materials only. Furnish all labor, materials and equipment and perform all work required to safely remove and legally dispose of all asbestos-containing materials. Provide all insurance, certifications and licenses necessary for the work in accordance with Owner requirements.
- C. The Strathmore Mill Footbridge is positioned approximately 40 feet or more above an operating water canal. The Footbridge has been recently accessed by asbestos inspectors from both the street side and the building side but the Footbridge has not been in use or maintained for several years. Two metal steps located on the street side of the Footbridge have deteriorated and require temporary replacement treads for safe access by asbestos abatement personnel. Given the height of the Footbridge and the need to lean over or through the railing to conduct abatement, all workers conducting abatement near the railings of the Footbridge shall be fully equipped with fall protection. Worker Safety is always the responsibility of the Contractor.
- D. The Asbestos Abatement Contractor (the “Contractor”) shall review any related documents and drawings and conduct one site visit to develop a comprehensive understanding of ACM required to be removed at the Site.
- E. Asbestos Abatement work shall include all of the ACM’s detailed in the Asbestos Abatement Schedule, appended to this scope.
 - 1. The quantities in the abatement schedule are provided to establish the order of magnitude of the abatement project.

2. Actual quantities may vary.
 3. It is the sole responsibility of the Contractor to visit the site, review the Scope of Work and determine the quantities of ACM to be removed when developing their Bid.
- F. Under the work of this Section, “OR” is defined as a third-party Owners Representative working on behalf of the Owner. OR possesses certification as a project monitoring entity and shall perform periodic observations to evaluate compliance with the specifications and State and Federal regulations.
- G. File all necessary notices, obtain all permits and licenses, and pay all governmental taxes, fees, and other costs in connection with the work. Obtain all necessary approvals of all governmental departments having jurisdiction.
- H. Work closely with the Owner and all other trades as applicable to perform a successful abatement project.
- I. Obtain, prepare, and submit applicable forms and permits required for asbestos abatement.

1.3 SUBMITTALS

- A. Prior to the start of the abatement work, prepare and submit the following items. Do not commence work activities until submittals are reviewed and accepted by the OR.
1. Submit detailed site-specific work plan which identifies:
 - a. Work Plan / fall protection methods and materials intended for use to protect all workers while working along the edge of the Footbridge.
 - b. Plan to capture any loose material from falling into the canal during wooden pipe enclosure asphalt-based roof cement abatement
 - c. Locations and details of construction of the Decontamination Facility.
 - d. Locations of water and electrical sources for intended usage.
 - e. Details for the proper removal, handling, packaging and disposal of ACM in compliance with this specification and applicable regulations.
 - f. Procedures which differ from those specified in this section (i.e. NTWP). Any deviations from these specifications require approval from the OR. Any deviations from current asbestos regulations require written approval from regulatory agencies having jurisdiction.
 2. Submit copies of all notifications, permits, applications, and like documents required by federal, state, or local regulations obtained or submitted in proper fashion.
 3. Submit a chain-of-command for the project. Include cell phone numbers and email addresses of those listed on the chain-of-command.
 4. Submit the current valid MADLS Asbestos Abatement Contractor license and certificate of insurance.

5. Submit a detailed work schedule listing the proposed number, dates, and hours of each work shift. Schedule shall encompass the entire abatement project from mobilization to project completion. Coordinate schedule with the OR.
 6. Submit documentation of EPA asbestos certification, MADLS asbestos licenses, OSHA-specified medical examinations (with examiner approval) and successful respirator fit test records of each employee who may be on the Site.
 7. Submit the name and address of the waste hauling contractor and proposed landfill to be used. Also submit applicable licenses, current valid operating permits and approvals.
 8. Submit a copy of the Contractor's OSHA-required written Respiratory Protection Program, including a fit testing methodology for respirators, maintenance and decontamination details, and make, model and NIOSH approval numbers of respirators to be used at the Site,
- B. The Contractor shall submit the following to the OR at the completion of work:
1. Completed copies of WSR (within forty-five days).
 2. Personal air sampling results and site logs.

1.4 LOCATION OF WORK AND SITE CONSTRAINTS

- A. Location of work areas and descriptions estimated types and quantities of ACM are described in the attached Abatement Schedule. If additional ACMs are encountered, notify the OR immediately and have an asbestos abatement team be prepared to abate the material if it to be impacted as part of the work.
- B. The Abatement Schedule appended to this section identifies ACM encountered and bulk sampled or assumed as ACM during the survey. Shaded or bolded materials indicate positive or assumed positive results. Abate all ACM in areas identified in the Abatement Schedule.
- C. Temporary Utilities:
1. Water Usage – There is no available water at the site. Contractor shall supply their own water by other means. Contractor will be responsible for any damages caused by inadequate water connections.
 2. Electrical Usage – There are no available electrical sources at the site. Contractor shall provide their own power to successfully perform abatement activities. Contractor shall be responsible for the proper connection of ground fault circuit interrupter (GFCI) panels using qualified and licensed tradespersons for each of the power connections. Maintain all electrical utilities in good condition. Contractor will be responsible for any damages caused by inadequate utility connections.
- D. Site Security: Contactor shall be responsible for the security of the space while working on-site. Post asbestos abatement warning signs at entrances to the work area including the waste load out and worker decontamination chamber. The Contractor shall have a supervisor monitoring the entrance of the work area during abatement work.

1.5 NOTIFICATION

- A. Notify appropriate regulatory agencies of abatement activities.

1. Submit the required written notification and appropriate fee at least 10-working days before the start of the asbestos abatement activity to all required federal and state agencies, including MassDEP.
 2. Notify local Building Departments, Board of Health or Health Departments and any other applicable local departments as required.
- B. If a potential hazard relating to the asbestos abatement work is observed, immediately notify the OR by telephone, followed by written notice, of any risks of adverse health and safety impacts on the environment, exposure of workers or the general public, or possible failure to comply with the specifications. Promptly notify the OR of the reason and required resolution of all observed deficiencies and record them in ink in a hardbound notebook.

1.6 MONITORING AND FINAL CLEARANCE

A. Contractor's Responsibilities

1. Conduct appropriate personal exposure monitoring to determine compliance with OSHA requirements. All air samples shall be analyzed by a laboratory accredited by the AIHA. Sampling equipment shall be calibrated before and after each use.

Owner's Responsibilities

2. The OR will conduct periodic monitoring and air sampling during the course of abatement operations to determine the effectiveness of work procedures and perform final visual inspections for certifying work areas as clean following removal and cleanup tasks.
- B. Air Quality Standard: All air tests made in proximity to any removal area, and to document "clean air", shall be compared to an air quality standard of 0.010 fibers per cubic centimeter (f/cc) for PCM air samples as required by applicable regulations. If any air sample exceeds the air quality standard, immediately stop all work until the cause is identified and corrected.
- C. Air Monitoring Methods: Use NIOSH Method 7400 to measure levels of airborne asbestos fibers for all PCM air sampling events. All monitoring methods shall comply with the requirements of 29 CFR 1926.1101 and applicable state regulations. Provide copies of all personal exposure monitoring results, and post results at work site after obtaining the results, but not later than 48 hours.
- D. Upon completion of all work in any defined work area, the Contractor and OR shall conduct a final inspection for the purpose of certifying compliance with these specifications, State/Federal regulations and work completion. Immediately correct unsatisfactory conditions. The work will be considered complete only after a certificate of completion and all properly completed WSRs Forms are submitted, as required by law.

1.7 WORKER PROTECTION AND SAFETY

- A. Prior to commencing work, instruct all workers in all aspects of personnel protection, work procedures, emergency procedures use of equipment including procedures unique to this project.
- B. The Contractor shall monitor airborne asbestos concentrations in the workers' breathing zone to establish conditions and work procedures for maintaining compliance with OSHA Regulations Title 29 CFR Parts, 1910.1001 and Part 1926.1101.
- C. OSHA air monitoring results shall be posted at a conspicuous location at the job site.

- D. All personnel air sampling shall be conducted in accordance with methods described in OSHA standards Title 29 CFR Parts 1910.1001 and Pat 1926.1101.
- E. The Contractor is responsible for complying with all applicable OSHA regulations while performing work on this project.

1.8 WORKER QUALIFICATIONS AND TRAINING

- A. Contractor is required to have a licensed Asbestos Supervisor in each work area at all times work is in progress and shall employ the use of fully accredited and licensed asbestos workers during all phases of asbestos abatement activities.
- B. The Supervisor shall be thoroughly familiar and experienced with asbestos abatement and related work and shall enforce the use of all safety procedures and equipment. He/she shall be knowledgeable of EPA, OSHA, and NIOSH requirements and guidelines.
- C. Enforce strict discipline and good working order at all times among employees, and do not employ any person not skilled in the work assigned, nor anyone who has not received documented notice of the hazards of asbestos abatement, formal training in the use of respirators, safety procedures, equipment, clothing, and work procedures. All workers shall be licensed in accordance with applicable state regulations.

PART 2 PRODUCTS

2.1 GENERAL

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. All materials or equipment delivered to the site shall be unloaded, temporarily stored, and transferred to the work area in a manner that shall not interfere with operation of others at the facility, or employee's access and safety.
- C. Damaged or deteriorated materials shall not be used and shall be promptly removed from the premises. Materials that become contaminated with asbestos-containing material shall be thoroughly cleaned, or sealed in plastic bags or sheeting, labeled and legally disposed of in an approved, secure landfill.
- D. All materials and equipment shall comply, at a minimum, with all sections of this specification, relevant federal, state, and applicable local codes, and industry standards.

2.2 ABATEMENT EQUIPMENT & SUPPLIES

- A. HEPA-Filtered Exhausts: (if Applicable to Contractor Work Methods) For full negative pressure containments, air inside each work area shall be exhausted through a High Efficiency Particulate Air (HEPA) filter. Commercially manufactured HEPA-filtered exhaust units, with specification plates intact, must be provided for each work area to attain, at a minimum, four air volume changes per hour and an inward flow of clean air into each work area at the Decontamination Facility of at least 100 feet per minute. The HEPA filter shall be preceded by replaceable prefilters, and the unit must be designed so that it cannot be operated unless all filters are in place. The units must also be designed with a gauge to indicate the pressure drop across filters, and lights or audible alarms to indicate that the filters are properly installed, functional, and when they must be changed.

- B. (if Applicable to Contractor Work Methods) The Contractor shall have available and use recording manometers to monitor pressure differential between the work area and occupied areas of the building. A minimum negative pressure differential of 0.02 inches of water column shall be maintained.
- C. (if Applicable to Contractor Work Methods) The Contractor will have reserve exhaust air filtration system units in order to maintain negative air filtration in the event that a unit malfunctions during use.
- D. Vacuum units, of suitable size and capacities for project, shall have HEPA filter(s) capable of trapping and retaining at least 99.97 percent of all monodispersed particles of 0.3 micrometers in diameter or larger.
- E. Fire retardant polyethylene sheeting in a roll size to minimize the frequency of joints shall be delivered to job site with factory label indicating a minimum of 6-mil, unless regulations dictate otherwise. Contractor is responsible to determine if fire rated polyethylene sheeting is required by State or local Fire Marshal.
- F. Polyethylene disposable bags shall be true six (6) mil with preprinted labels.
- G. Wetting Agent or Surfactant shall be 50 percent polyoxyethylene ester and 50 percent polyoxyethylene ether, or equivalent, mixed in proportion of one-ounce of surfactant per five gallons of water. The material shall be odorless, nontoxic, nonirritating, and noncarcinogenic. It shall be applied as a mist using a low-pressure sprayer recommended by the surfactant manufacturer.
- H. Tape or adhesive spray will be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheets to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.
- I. Warning Signs, Asbestos Caution Tape and Labels shall comply with all federal, state, or local codes and regulations.
- J. Generator labels shall be preprinted on self-adhesive labels with the generator name, abatement site and contractor's name and address. Labels shall not be photocopied and applied with spray adhesive.
- K. Waste Containers and Transportation shall be suitable for loading, temporary storage, transport, and unloading of contaminated waste without risk of ripping, rupture, or exposure to persons, or emissions to the atmosphere. Transportation methods shall comply with the provisions of 40 CFR 61, Subpart M, and with any state or local hazardous or special waste regulations for temporary storage, transport, and disposal if such codes are enforced in states in which the waste will be stored, transported, or disposed of.

2.3 SAFETY SUPPLIES AND EQUIPMENT

- A. Fall Protection: Contractor shall establish and adhere to a Worker Fall Protection system that is in accordance with applicable OSHA requirements.
- B. Respirator Types: Provide all workers with a full or half facepiece respirator that is approved by NIOSH/MSHA for protection against airborne asbestos and meets the requirements of the OSHA Asbestos Standard. Provide respirators for each worker and at least two extra respirators for use by approved visitors.

- C. Protective Clothing: Provide all workers and approved visitors with disposable coveralls, head and foot coverings, gloves and eye protection (i.e. safety glasses) and half-face respiratory protection including HEPA cartridges.

PART 3 EXECUTION

3.1 APPROVAL OF CONTAINMENT AREAS

- A. After the work area has been prepared as specified, request an inspection by OR. No removal or disturbance of asbestos-contaminated materials or systems is to occur until the OR has inspected and approved each separate prepared work area.
- B. Any deficiencies in the preparation work shall be promptly corrected in a manner satisfactory to the OR.

3.2 ASBESTOS REMOVAL PROCEDURES

- A. Friable Asbestos – TSI Pipe Insulation
 1. Contain all ACM within a full negative pressure enclosure / glovebags constructed in accordance with applicable regulations and this specification, wet with amended water, and carefully remove to prevent droppage and creation of airborne dust.
 2. Once the removal of all ACM is complete, thoroughly clean all surfaces and walls within the area by wet mopping, followed by thorough drying and HEPA vacuuming.
 3. The exterior of disposal bags shall be vacuumed and washed free of all visible asbestos fibers before removal from the work area.
- B. Non-friable Asbestos – Asphalt Based Cement Applications
 1. Abatement of non-friable ACM must be performed in accordance with Environmental Protection Agency federal regulations which include the NESHAPS regulations and MassDEP 310 CMR 7.15.
 2. All non-friable removal areas shall be properly segregated by posting caution signs meeting the specifications of OSHA 29 CFR 1926.1101 at all locations and approaches to a location where airborne concentrations of asbestos have the potential to exceed ambient background levels. Workers shall don all protective equipment. The material shall be removed very carefully to minimize any breakage that may release airborne fibers.
 3. All ACM must be continuously wetted during impact operations. Ensure that a level of no visible emissions is always achieved; otherwise contain the materials within a negative pressure containment.
 4. Refer to Appendix A - Asbestos Abatement Schedule which includes specific abatement needs including (1)- Installation of a system to capture any asphalt based cement/wood debris from falling into the canal, (2) - Use of an encapsulant or other similar application to secure any loose asphalt based cement to the top of the wooden pipe enclosure prior to abatement, and (3)-methods to contain asphalt based cement applied to fittings, pipe hangers, etc.
- C. Encapsulation

1. After all asbestos-containing material is removed, seal the surface with a penetrating encapsulation material. Inform the OR whenever any asbestos-containing materials cannot be removed, whether in total or in part. Corrective actions will be determined by the OR.
2. The encapsulant shall be prepared according to the manufacturer's specifications, then applied to the surfaces. Provide all workers with a MSDS on the encapsulant. Ensure that workers wear appropriate personal protective equipment as designated on the MSDS during encapsulant application.

3.3 FINAL WORK AREA CLEANUP, DECONTAMINATION, AND WASTE DISPOSAL

A. General Requirements

1. After all asbestos-containing or contaminated materials have been removed, remove all wastes and perform a final cleanup and decontamination of each work area. Final cleaning shall be performed only after all waste is packaged and removed, but before reinstalling, demolishing any equipment, or dismantling any barrier, Decontamination Facility, or protective covering. Cleaning shall be subject to the approval of the OR based on a visual inspection and air testing (if applicable).

B. Cleaning Methods and Approval

1. Thoroughly clean all waste containers and removal equipment with a HEPA-filtered vacuum, decontaminated with the use of the amended water, and then remove from the work area.
2. All surfaces in the work area shall be thoroughly wiped clean, and after drying, thoroughly decontaminated with a HEPA-filtered vacuuming device and encapsulated.
3. After cleaning, the OR shall inspect the site. To facilitate, notify the OR of the anticipated completion of the site cleaning at least 48 hours in advance.
4. If the post abatement visual inspection discovers remnant debris, perform additional cleaning and decontamination, and repeat the inspection at no additional cost to the Owner.
5. Once these items have been properly packaged and removed from the work area as contaminated waste, package and properly dispose of all remaining plastic sheeting, disassemble and remove the Decontamination Facility and HEPA exhausts, and perform a final HEPA vacuuming of all surfaces.
6. Upon completion of the cleaning, repair all temporary access openings and correct all unsafe conditions.

C. Waste Disposal

1. Definition: Asbestos wastes are defined as all building materials and debris, insulation, disposal clothing and protective equipment, plastic sheeting and tape, exhaust systems or vacuum filters, or any abatement equipment that has been contaminated with asbestos and cannot be completely cleaned by vacuuming and by washing in the Decontamination Facility.
2. General Requirements: All asbestos wastes (e.g., floor tile, etc.) must be handled, packaged, stored, transported, and disposed of as specified in this subsection, and in compliance with all federal, state, and local regulations and codes.

3. Waste Labeling: If waste containers are not already so pre-printed, warning labels having waterproof print and permanent adhesive shall be affixed to the lid and/or sides of the containers, whether or not these containers are further packaged. Warning labels shall be conspicuous and legible, and conform to the latest OSHA, EPA and DOT labeling requirements.
 4. Waste Packaging: Thoroughly wet all waste when packaged and inspect each bag to observe that water condensation is visible. Open, rewet, and reseal insufficiently wetted bags. When a waste bag is full, securely seal it with tape, and place in the designated temporary storage area inside of the work area.
- D. Waste Container Removal and Disposal Documentation
1. To comply with the requirement that waste disposal to an approved landfill be documented, remove waste containers from work areas only under the direction of the OR, and complete appropriate documentation for each load of waste removed from the site.
 2. Accurately measure the volume of each container or load of waste removed from the site.
 3. Provide legal transportation of the waste to the disposal landfill, and complete or obtain all required licenses, manifests, dump slips, or other forms. Copies of all forms or licenses, and the signed original of the Waste Shipment Record (WSR) for each waste load shall be given to the OR.
 4. Waste may be transported to and temporarily stored at a pre-approved off-site storage area owned by the Contractor, but it must ultimately be disposed of at the specified landfill before final payments are approved.

END OF SECTION

APPENDIX A - ASBESTOS ABATEMENT SCHEDULE,
APPENDIX B - ASBESTOS LABORATORY REPORT, AND
APPENDIX C - PHOTOGRAPHIC LOG FOLLOW

APPENDIX B

QUOTE MATERIALS SUBMITTED BY
CONTRACTOR

FORM FOR CONTRACTOR BID

PROJECT LOCATION
Strathmore Mill Footbridge
Montague, Massachusetts

PROJECT TITLE
Asbestos Abatement at Strathmore Mill Footbridge, Montague, MA

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to This Bid
8. Bid Submittal

ARTICLE 1 - BID RECIPIENT

Bids will be received by the Purchasing Director, Purchasing Department, 1 Avenue A, Turner Falls, MA 01376 **until 2:00 p.m. local time on June 5, 2025** at which time the Bids received will be publicly opened and read. Sealed Bids must have outer envelope marked as "Asbestos Abatement at Strathmore Mill Footbridge, Montague, MA. Any bids received after 2:00 P.M. may not be considered.

All Bids for this project are subject to the provisions of Massachusetts General Laws Chapter 30, Section 39M as amended.

There will be a pre-bid walkthrough at Strathmore Mill, Montague, MA at 1000 on Thursday, May 22, 2025 and all bidders are encouraged to attend.

- 1.1 The Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner to perform Work as indicated in the Asbestos Abatement at Strathmore Mill Foot Bridge Scope of Work.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.1 The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such a longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Bid, Bidder represents, that:

- A. Bidder has examined and carefully studied the scope of abatement work.
- B. Bidder has visited the Site and has become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions.
- E. Bidder is aware of the general nature of work to be performed at the Site that relates to the Work as indicated in the Asbestos Abatement Scope of Work.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

- 4.1 Bidder certifies that, under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law.
- 4.2 Bidder certifies that, under the penalties of perjury, this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- 4.3 Bidder agrees that, if this Bid is accepted, Bidder will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by Owner, execute an Agreement in accordance with the terms of this Bid and Owner's agreement.

ARTICLE 5 - BASIS OF BID

- 5.1 Bidder proposes to furnish all labor and materials required to complete the Asbestos Abatement Scope of Work at the referenced address for the Contract Price specified herein. This effort includes mobilization/demobilization, work area set up and tear down, specified asbestos abatement, lawful handling and lawful asbestos waste disposal to a licensed and permitted facility that can legally accept these materials. This effort does not include project monitoring, inspections or air sampling which will be undertaken by the Owners Representative Tighe & Bond.

5.2 The Total Proposed Contract Price is:

Thirty-Eight Thousand dollars
 (words)
(\$ 38,000.00)
 (figures)

Bidder will complete the Work for the following Base Bid or Unit Price:

Item Number	Item Name Written in Words and Figures Thirty-Eight Thousand	Estimated Quantity	Total Amount of Item (in figures)
1 (Base Bid)	Mobilization, demobilization and completion of all specified Asbestos Abatement and disposal as specified in this scope of work, in accordance with applicable state and federal regulations, including all labor, materials, and equipment required for or incidental to the item as herein described, the lump sum price of:	x lump sum =	\$ <u>38,000.00</u>
	<u>(\$38,000.00)</u> / LS		

ARTICLE 6 - TIME OF COMPLETION

- 6.1 Bidder agrees that the Work will be substantially completed and ready for final payment by a mutually agreed upon timeframe between the Bidder and Owner, to be determined prior to contractor mobilization.
- 6.2 Bidder agrees to complete site work within 45 days of Contract Agreement.

ARTICLE 7 - ATTACHMENTS TO THIS BID

The following documents are or will be attached to and made a condition of this Bid:

Asbestos Abatement Scope of Work, Abatement Schedule, Laboratory Results, Photographic Log and all other supporting documents provided herein.

ARTICLE 8 - BID SUBMITTAL

- 8.1 The Bid is submitted by:

Date June 12, 2025

All Star Abatement, Inc.

(Print Name of Firm Submitting a General Bid)

(Signature of Authorized Representative)

(Print Name of Person Signing Bid and Title)

Social Security Number or

Federal Identification Number:

84 4401402

(Business Address)

100 Servistar Industrail Way Westfield, Ma. 01085

(City, State and Zip Code)

Phone #: 413-333-8339

Email#: james@allstarabatment.com

If BIDDER is:

An Individual

By _____

(Individual's Signature)

(Printed or Typed Name of Individual)

Doing Business as _____

License or Registration Number: _____

Business Address: _____

Phone #: _____

Fax #: _____

A Partnership

By _____

(Firm's Name)

By _____

(Partner's Signature)

(Printed or Typed Name and Title of Partner)

**Addendum No. 1
to the Bidding Documents**

**Asbestos Abatement at Strathmore Mill Footbridge, Montague, MA
Town of Montague**

Issued June 3, 2025

Bidders are informed that the Bidding Documents for the above mentioned Project are modified, corrected, and/or supplemented as follows. Addendum No. 1 becomes part of the Bidding Documents.

Bidders must acknowledge receipt of this addendum by signing / dating below and include this Addendum No.1 in their Bid submission. Failure to acknowledge receipt of the Addendum may subject the Bidder to disqualification.

All Star Abatement, Inc.

James A. Beaudry

June 3, 2025

Name of Corporation / Person Responsible for Their Bid / Date

Item 1-1 Bidding Question & Response

The following response/clarifications are based on questions raised during the bidding period.

1. Question: The insurance requirements for this project lists builder risk insurance. Our insurance agent indicated that Builders risk does not apply and the insurance should be waived. Can we have this waived from the Bid as it will add cost.

Response: Builder's Risk Insurance is not required for this project.

Project Manual Change

Item 1-1 Section 00700 – Supplementary General Conditions and Appendices

Delete Paragraph 6.05.A.2.- Builder's Risk Policy / Insurance.

Item 1-2 Project Budget

1. Question: Is there a budget established for this project.

Response: There is a **\$50,000 budget** established for this abatement project.

Item 1-3 Bid Date Extension

1. Bid due dates have been extended from June 5, 2025 at 2:00 PM to **Thursday, June 12, 2025 at 2:00 PM.**

END OF ADDENDUM NO. 1

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

All-Star Abatement, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐

Limited liability company. Enter the tax
classification (C=C corporation, S=S
corporation, P=partnership) Address

(number, street, and apt. or suite no.)

Requester's name and address (optional)

100 Servistar Industrial Way

Westfield, MA 01085

City, state, and ZIP code

List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

--	--	--	--	--	--	--	--	--	--

Social security number

Employer identification number									
8	4	-	4	4	0	1	4	0	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of

Monica Bermigo

U.S. person

02/28/2025

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for

U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

^{*} Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS
100 CAMBRIDGE STREET, BOSTON, MA. 02114

ASBESTOS CONTRACTOR CERTIFICATE

ALL-STAR ABATEMENT INC
100 Servistar Industrial Way
Westfield, MA 01085

LICENSE: AC001041 EXPIRES: Friday, November 14, 2025

IN ACCORDANCE WITH MGL CH. 149 § 6B AND 454 CMR 28.00
THIS CERTIFICATE IS ISSUED BY THE DEPARTMENT OF LABOR STANDARDS TO THE
CONTRACTOR ABOVE FOR THE PURPOSE OF ENTERING
INTO OR ENGAGING IN ASBESTOS WORK.

THIS LICENSE IS VALID FOR A PERIOD OF ONE (1) YEAR.



Michael Flanagan
MICHAEL FLANAGAN, DIRECTOR



Office of the Selectboard
Town of Montague

1 Avenue A (413) 863-3200 Ext. 109
 Turners Falls, MA 01376 FAX: (413) 863-3231

July 21, 2025

The Honorable Natalie Blais
 State Representative
 PO Box 450
 Sunderland, MA 01375

The Honorable Susannah Whipps
 State Representative
 24 Beacon St, Room 540
 Boston, MA 01233

Dear Representatives Blais and Whipps:

The Montague Selectboard wishes to express to you its sincerest gratitude for the appropriation of \$50,000 to the Gill-Montague Senior Center for infrastructure improvements. This investment provided crucial assistance to a vital resource serving older adults in our community, which would not have been possible without the strong partnerships in place between our local community and its legislative delegation. Because of this appropriation, the Senior Center was able to convert its main hall lighting to LED, purchase new windows, perform pavement repairs in the parking lot, provide attic and wall insulation, complete some badly needed electrical upgrades, and fund a decarbonization study to help guide future energy efficiency upgrades at the facility.

We recognize the hard work of our state partners to secure funds for impactful local projects like this one, and feel extremely fortunate as a community to be served by such dedicated leaders.

Sincerely,
 Montague Selectboard

Matthew Lord

Richard Kuklewicz

Marina Goldman

The Town of Montague is an Equal Opportunity Provider & Employer.

MEMORANDUM

TO: Samuel Urkiel, DPW Superintendent

FROM: Phil Viveiros, P.E., PTOE, RSP2I, Senior Project Manager

DATE: June 25, 2025

RE: MassDOT VRU Rectangular Rapid Flashing Beacon (RRFB) Assessment, Montague, MA

Table 1 of the Federal Highway Administration (FHWA) publication *Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations* was consulted to assess appropriate pedestrian facility enhancements. This document is intended to provide justification for Rectangular Rapid Flashing Beacon (RRFB) installation based on the operating (85th percentile) speed, number of lanes and annual average daily traffic (AADT). Engineering judgment was also used to assess the locations for a potential RRFB based on the data received from the municipality and where the data falls under FHWA's Table 1.

The Town of Montague originally submitted a request for two locations for potential RRFB installation. Of these two locations, data was only provided for one location. The following location has not been reviewed as part of this project:

- 1st Street at Unity Park – AADT was not provided, and traffic count data was not available via MassDOT's Traffic Volume and Classification MS2 Dashboard.

Main Street at School Street (42.535567, -72.535222)



*Figure 1 – Main Street westbound approach to School Street
(source Field Visit, April 2025)*

Findings based on high-level desktop review:

- Main Street extends through a residential neighborhood and provides one travel lane in each direction.
- Cement concrete sidewalks are provided on the northern side of Main Street and the southern side of Main Street (separated by a grass buffer) east of the crosswalk, measuring approximately 4 feet wide.

- Curb Ramps (with detectable warning panels) are provided on both sides of the crosswalk and appear to be compliant with guidelines of the Americans with Disabilities Act (ADA) and the Architectural Access Board (AAB).
- Roadway lighting is provided on the northern side of Main Street at the crosswalk.
- Pedestrian related signage: Advance "Sidewalk Ahead" (Modified) sign on the westbound direction, "Pedestrian" with diagonal arrow (MUTCD W11-2/W16-7P) sign assemblies at the crosswalk in both directions.
- Data received from Town:
 - Location of data: Main Street between South Street and North Street
 - Date of data collection: July 15-22, 2021
 - AADT: 3,100 vehicles per day (vpd) (combined).
 - Posted speed: 25 miles per hour (mph)
 - 85th percentile speed: 35 mph (combined)
- Stopping sight distance appears to be approximately 150 feet in the westbound direction and approximately 350 feet in the southbound directions, Available sight distance does not meet AASHTO requirements of 285 feet (interpolated) in the westbound direction (due to the existing horizontal roadway curve) for a speed of 35 mph.
- Based on a speed of 35 mph along Main Street, a vehicle AADT less than 9,000 vpd and a two-lane cross section, **an RRFB is a viable treatment option at the marked crosswalk**, per FHWA Table 1 criteria.
- An RRFB (3-post assembly) should be installed that includes:
 - "Pedestrian" with diagonal arrow (MUTCD W11-2/W16-7P) sign assemblies at the crosswalk in both directions.
 - An advance RRFB with "Pedestrian /Ahead" sign (MUTCD W11-2/W16-9P) should be placed in the westbound direction (approximately 150 feet east of the crosswalk) to warn drivers of pedestrian crossing due to insufficient sight distance. For the advance RRFB, the crosswalk lighting and pushbutton are not needed and should not be included.
- Prior to installation of the RRFB's, tree trimming must be performed by the Town to reduce possible solar obstructions and to improve sight lines.

MAJOR ITEMS REQUIRED (TOTAL FOR ALL LOCATIONS)

Pay Item	Description	Quantity
825.31	RRFB (3-Post Assembly System)*	1 EA

**For the third RRRB installation, crosswalk lighting/pushbutton not needed and should not be included. Diagonal arrow sign to be replaced with "Ahead" sign.*

Municipality: Montague, MA

Please check the locations in which the Town would like to receive the RRFB	Location	RRFB Feasible?	MassDOT Provided Item	Notes on MassDOT Item	Town MUST complete prior to RRFB installation	Potential Upgrades*
	Main Street at School Street	Yes	825.31	RRFB at crosswalk (in both directions) with MUTCD W11-2/W16-7P sign assemblies	Trim existing vegetation to reduce possible solar obstructions and to improve sight lines.	N/A
				Advance RRFB (westbound) with MUTCD W11-2/W16-9P sign assembly. Crosswalk lighting/pushbutton not needed and should not be included.		

**Note: The potential upgrades are not included under this program, and must be purchased and installed by the municipality.*

Table 1 provides initial countermeasure options for various roadway conditions. Each matrix cell indicates possibilities that may be appropriate for designated pedestrian crossings. Not all of the countermeasures listed in the matrix cell should necessarily be installed at a crossing.

For multi-lane roadway crossings with vehicle AADTs exceeding 10,000, a marked crosswalk alone is typically insufficient (Zegeer, 2005). Under such conditions, more substantial crossing improvements (such as the refuge island, PHB, and RRFB) are also needed to prevent an increase in pedestrian crash potential.

Table 1. Application of pedestrian crash countermeasures by roadway feature.

Roadway Configuration	Posted Speed Limit and AADT								
	Vehicle AADT <9,000			Vehicle AADT 9,000–15,000			Vehicle AADT >15,000		
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph
2 lanes (1 lane in each direction)	① 2 4 5 6	① 5 6 7 9	① 5 6 ⑦ ⑨	① 4 5 6 7 9	① 5 6 7 9	① 5 6 ⑦ ⑨	① 4 5 6 7 9	① 5 6 7 9	① 5 6 ⑨
3 lanes with raised median (1 lane in each direction)	① 2 3 4 5	① ③ 5 7 9	① ③ 5 ⑦ ⑨	① 3 4 5 7 9	① ③ 5 ⑦ ⑨	① ③ 5 ⑦ ⑨	① ③ 4 5 7 9	① ③ 5 ⑦ ⑨	① ③ 5 ⑨
3 lanes w/o raised median (1 lane in each direction with a two-way left-turn lane)	① 2 3 4 5 6 7 9	① ③ 5 6 7 9	① ③ 5 6 ⑨	① 3 4 5 6 7 9	① ③ 5 6 ⑦ ⑨	① ③ 5 6 ⑨	① ③ 4 5 6 7 9	① ③ 5 6 ⑨	① ③ 5 6 ⑨
4+ lanes with raised median (2 or more lanes in each direction)	① ③ 5 7 8 9	① ③ 5 7 8 9	① ③ 5 8 ⑨	① ③ 5 7 8 9	① ③ 5 ⑦ 8 ⑨	① ③ 5 8 ⑨	① ③ 5 ⑦ 8 ⑨	① ③ 5 8 ⑨	① ③ 5 8 ⑨
4+ lanes w/o raised median (2 or more lanes in each direction)	① ③ 5 6 7 8 9	① ③ 5 ⑥ 7 8 9	① ③ 5 ⑥ 8 ⑨	① ③ 5 ⑥ 7 8 9	① ③ 5 ⑥ ⑦ 8 ⑨	① ③ 5 ⑥ 8 ⑨	① ③ 5 ⑥ ⑦ 8 ⑨	① ③ 5 ⑥ 8 ⑨	① ③ 5 ⑥ 8 ⑨
<p>Given the set of conditions in a cell,</p> <p># Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.</p> <p>● Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.</p> <p>○ Signifies that crosswalk visibility enhancements should always occur in conjunction with other identified countermeasures.*</p> <p>The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.</p>					<p>1 High-visibility crosswalk markings, parking restrictions on crosswalk approach, adequate nighttime lighting levels, and crossing warning signs</p> <p>2 Raised crosswalk</p> <p>3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line</p> <p>4 In-Street Pedestrian Crossing sign</p> <p>5 Curb extension</p> <p>6 Pedestrian refuge island</p> <p>7 Rectangular Rapid-Flashing Beacon (RRFB)**</p> <p>8 Road Diet</p> <p>9 Pedestrian Hybrid Beacon (PHB)**</p>				

*Refer to Chapter 4, "Using Table 1 and Table 2 to Select Countermeasures," for more information about using multiple countermeasures.

**It should be noted that the PHB and RRFB are not both installed at the same crossing location.

This table was developed using information from: Zegeer, C.V., J.R. Stewart, H.H. Huang, P.A. Lagerwey, J. Feaganes, and B.J. Campbell. (2005). Safety effects of marked versus unmarked crosswalks at uncontrolled locations: Final report and recommended guidelines. FHWA, No. FHWA-HRT-04-100, Washington, D.C.; FHWA. Manual on Uniform Traffic Control Devices, 2009 Edition. (revised 2012). Chapter 4F, Pedestrian Hybrid Beacons. FHWA, Washington, D.C.; FHWA. Crash Modification Factors (CMF) Clearinghouse. <http://www.cmfclearinghouse.org/>; FHWA. Pedestrian Safety Guide and Countermeasure Selection System (PEDSAFE). <http://www.pedbikesafe.org/PEDSAFE/>; Zegeer, C., R. Srinivasan, B. Lan, D. Carter, S. Smith, C. Sundstrom, N.J. Thirsk, J. Zegeer, C. Lyon, E. Ferguson, and R. Van Houten. (2017). NCHRP Report 841: Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments. Transportation Research Board, Washington, D.C.; Thomas, Thirsk, and Zegeer. (2016). NCHRP Synthesis 498: Application of Pedestrian Crossing Treatments for Streets and Highways. Transportation Research Board, Washington, D.C.; and personal interviews with selected pedestrian safety practitioners.

FY26 Options to transition to new wage charts for Non-Union Town Employees

To be considered for Fall Special Town Meeting Approval, retroactive to July 1, 2025 (FY26)

ital= contracted position

Proposal A: Shift employees to new step closest to FY26 budgetted without being less. Min 3% increase for C level employees to match NAGE contract													
Title	FY25 Actual			FY26 Budgeted (Old Wage Charts)			FY26 Shift to New Wage Charts						
	Grade/Step	Total		Grade/Step	Total	%	Grade/Step	Hourly	Total	Diff. from	%	Diff from	%
	7/1/2024	Annual		7/1/2025	Annual		7/1/2025	Rate	Hrs	Annual	FY26 budget	FY25	
Town Administrator	J3	108,710.00		J4	111,427.00	2.5%	A6		1,980.00	113,646.00	2,219.00	4,936.00	4.5%
Asst Town Administrator	I1	94,064.00		I2	96,417.00	2.5%	C9		1,980.00	97,012.00	595.00	2,948.00	3.1%
Executive Assistant FT	E10	56,262.95		E10	56,262.95	0.0%	TBD	31.83	1,828.50	56,262.95	-	-	0.0% POSITION VACANT, assume FY26 Budget
Town Accountant	G10	82,394.00		G10	82,394.00	0.00%	C7	46.90	1,828.50	85,756.65	3,362.65	3,362.65	4.08%
Treasurer/Collector	G10	82,394.00		G10	82,394.00	0.00%	C7	46.90	1,828.50	85,756.65	3,362.65	3,362.65	4.08%
Town Clerk	G6	75,746.00		G7	77,260.00	2.0%	C3	41.68	1,828.50	76,211.88	(1,048.12)	465.88	0.6% New Hire 7/1 -on new wage scale
Superintendent DPW	H6	96,751.00		H7	98,687.00	2.0%	B4	47.21	2,100.00	99,141.00	454.00	2,390.00	2.5%
Director of Health	G5	74,261.00		G6	75,746.00	2.0%	C4	42.93	1,828.50	78,497.51	2,751.51	4,236.51	5.6%
Library Director	G10	82,394.00		G10	82,394.00	0.00%	C7	46.90	1,828.50	85,756.65	3,362.65	3,362.65	4.08%
Airport Manager	E10	64,247.76		F3	66,523.68	3.5%	D2	32.36	2,088.00	67,567.68	1,044.00	3,319.92	5.1%
Operations Mgr	D2	49,590.00		D3	50,801.04	2.4%	H5	24.75	2,088.00	51,678.00	876.96	2,088.00	4.2%
Superintendent CWF	H10	105,239.00		H10	105,239.00	0.0%	B7	51.59	2,096.00	108,132.64	2,893.64	2,893.64	2.7%
Police Custodian	A10	16,805.30		A10	16,805.30	0.00%	I7	21.58	818.00	17,652.44	847.14	847.14	5.04%
Police Chief*	I10	115,764.00		I10	115,764.00	0.0%	B10	56.38	2,096.00	118,172.48	2,408.48	2,408.48	2.1% position vacant as of 1/1- on new wage scale
Police Lieutenant*	G+8.5%/10	94,878.72		G+8.5%/10	94,878.72	0.0%	TBD	46.38	2,096.00	94,878.72	-	-	0.0% POSITION VACANT, assume FY26 Budget

*base pay, not inclusive of 20% educational incentive

Gen. Fund 1,107,754.69

Sewer 105,239.00

Gen. Fund 1,127,990.61

Sewer 108,132.64

	FY26 Net Cost	FY27 Net Cost
Gen. Fund	20,236	44,407
Sewer	2,894	5162
	1.8%	3.9%

FY26 net cost accounts for the FY26 Budgetted increased

Proposal B: Same as above- Redline TA and ATA to old wage scale														
Title	FY25 Actual			FY26 Budgeted (Old Wage Charts)			FY26 Shift to New Wage Charts					TOTAL Increase		
	Grade/Step	Total		Grade/Step	Total	%	Grade/Step	Hourly	Total	Difference	%			
	7/1/2024	Annual		7/1/2025	Annual		7/1/2025	Rate	Hrs	Annual				
Town Administrator	J3	108,710.00		J4	111,427.00	2.5%	old J4		1,980.00	111,427.00	-	0.00%	2,717.00	2.5% redline at old J4 for FY26, retain old wage scale for contract
Asst Town Administrator	I1	94,064.00		I2	96,417.00	2.5%	old I2		1,980.00	96,417.00	-	0.00%	2,353.00	2.5% redline at old I2 for FY26, retain old wage scale for contract
Executive Assistant FT	E10	56,262.95		E10	56,262.95	0.0%	TBD	31.83	1,828.50	56,262.95	-	0.00%	-	0.0% POSITION VACANT, assume FY26 Budget
Town Accountant	G10	82,394.00		G10	82,394.00	0.00%	C7	46.90	1,828.50	85,756.65	3,362.65	4.08%	3,362.65	4.08%
Treasurer/Collector	G10	82,394.00		G10	82,394.00	0.00%	C7	46.90	1,828.50	85,756.65	3,362.65	4.08%	3,362.65	4.08%
Town Clerk	G6	75,746.00		G7	77,260.00	2.0%	C3	41.68	1,828.50	76,211.88	(1,048.12)	-1.36%	465.88	0.6% New Hire 7/1 -on new wage scale
Superintendent DPW	H6	96,751.00		H7	98,687.00	2.0%	B4	47.21	2,100.00	99,141.00	454.00	0.46%	2,390.00	2.5%
Director of Health	G5	74,261.00		G6	75,746.00	2.0%	C4	42.93	1,828.50	78,497.51	2,751.51	3.63%	4,236.51	5.6%
Library Director	G10	82,394.00		G10	82,394.00	0.00%	C7	46.90	1,828.50	85,756.65	3,362.65	4.08%	3,362.65	4.08%
Airport Manager	E10	64,247.76		F3	66,523.68	3.5%	D2	32.36	2,088.00	67,567.68	1,044.00	1.57%	3,319.92	5.1%
Operations Mgr	D2	49,590.00		D3	50,801.04	2.4%	H5	24.75	2,088.00	51,678.00	876.96	1.73%	2,088.00	4.2%
Superintendent CWF	H10	105,239.00		H10	105,239.00	0.0%	B7	51.59	2,096.00	108,132.64	2,893.64	2.75%	2,893.64	2.7%
Police Custodian	A10	16,805.30		A10	16,805.30	0.00%	I7	21.58	818.00	17,652.44	847.14	5.04%	847.14	5.04%
Police Chief*	I10*	115,764.00		I10*	115,764.00	0.0%	B10	56.38	2,096.00	118,172.48	2,408.48	2.08%	2,408.48	2.1% position vacant as of 1/1- on new wage scale
Police Lieutenant*	G+8.5%/10	94,878.72		G+8.5%/10	94,878.72	0.0%	TBD	46.38	2,096.00	94,878.72	-	0.00%	-	0.0% POSITION VACANT, assume FY26 Budget
*base pay- does not include incentive pay				Gen. Fund	1,107,754.69				Gen. Fund	1,125,176.61		33,807.52		
				Sewer	105,239.00				Sewer	108,132.64				

Shift employees to new step closest to FY26 budgetted without being less. Min 3% for C level department heads to match NAGE- Redline TA and ATA

	FY26 Net Cost	FY 27 Net Cost
Gen. Fund	17,422	\$ 37,842
Sewer	2,894	\$ 5,162
	1.6%	3.3%

TO: Maggie Nugent, CTE Director, Franklin County Technical School

June 2, 2025

From: Montague Tree Advisory Committee

Dear Maggie Nugent:

The Montague Tree Committee voted unanimously at our June 5, 2025 meeting to write this letter of support for the continuation of the Franklin County Tech School's innovative and tremendously impactful tree nursery and arboriculture training program.

The Landscaping & Horticulture department has taught students best practices on how to grow, mulch, prune, and replant young nursery stock on Montague's tree belts and in other Franklin County towns. We're concerned that changes in vocational staff could affect the future of this important program.

This program has made an immeasurable contribution to the beautification of our towns. It's directly responsible for our improved urban tree inventory, which includes carefully selected tree species designed to thrive under utility wires and in difficult urban streetscape soils.

Landscape & Horticulture instructors Kurt Richardson and Amanda Mattison help students select trees that provide shade to our community and mitigate the effects of global warming. As trees from Tech's nursery grow, they ameliorate the "heat island" effect of hard paved streets, sidewalks, and surrounding buildings in downtown business districts. In residential areas, the young trees absorb heat and allow residents to use less air conditioning in their homes during summer months.

For all these reasons, we congratulate you, the Landscaping & Horticulture department, and the Tech School for introducing the tree nursery program and educating your students in the practical knowledge and science of arboriculture, which will serve them well in their later careers.

We very much hope you will continue the program following Kurt Richardson's expected retirement in October of this year. We're here to provide support and talk through ways to keep the program on track.

Respectfully,

Bill Codington and Eli Smith, co-chairs, Montague Tree Advisory Committee.