

**JOINT SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE**

Due to COVID-19 Public Participation will be by:
Join Zoom Meeting: <https://zoom.us/j/99041917726>

Meeting ID: 990 4191 7726 Password: 259811

Dial into meeting: +1 646 558 8656 or +1 312 626 6799 or +1 301 715 8592

Monday, December 7, 2020

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

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Board of Health Chair opens the meeting, roll call taken
3. 6:31 Approve Minutes:
 - Joint Selectboard, Board of Health and Finance Committee: November 23, 2020
 - Joint Selectboard and Board of Health: November 30, 2020
4. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
5. 6:35 COVID-19 Updates and Action Items
 - Review of any Updated State Guidance or Orders
 - Update on Active COVID case counts and other summary data
6. 6:45 Jon Dobosz, Parks & Recreation Director
 - Winter Basketball Program Plans
 - Sawmill River 10K Run – Virtual Event, 12/31/20 – 1/3/21
 - Aquatic Plan – Currently being reviewed by GMRSD
 - New departmental website
 - Removal of portable toilet at Unity Park for the winter
 - Removal of old skatepark fence
7. 6:55 Update from Police Advisory Review Committees
 - Progress Report
 - Next Steps
8. 7:15 Personnel Board
 - DPW Superintendent request for hourly compensation for response to major storm events
 - Resignation of Peter Golrick from the Airport Commission
 - Appoint Airport Commissioner to fill Peter Golrick's unexpired term through 6/30/21
9. 7:30 Walter Ramsey
 - Extend Strathmore Abatement and Stack Demolition Contract with Air Quality Experts, Inc. to December 31, 2020

**JOINT SELECTBOARD, BOARD OF HEALTH and FINANCE COMMITTEE
MEETING NOTICE
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10. 7:40 Greenhouse Mobility Cannabis, Inc.
- Consider proposed Host Community Agreement in association with proposed delivery-only cannabis establishment
 - Consider submitting a letter of support to the Cannabis Control Commission for delivery-only cannabis license for Greenhouse Mobility Cannabis, Inc.
- 11.7:50 Town Administrator's Report
- Approve Reserve Fund transfer request for Town Hall COVID Entry Screeners
 - FRCOG Culvert Assessment Project
 - Update on Intersection Improvements at Route 63 and North Leverett Road
 - DPW Facility Update
 - Topics not anticipated in 48 hour posting

Upcoming Meetings:

- Selectboard Meeting, **MONDAY, December 14, 2020, 6:30 PM** via Zoom

WendyB-Montague Board of Selectmen

From: Jonathan Dobosz
Sent: Thursday, December 03, 2020 9:11 AM
To: WendyB-Montague Board of Selectmen
Cc: StevenE - Montague Town Administrator; Albert Cummings Jr. (albertcummings9@comcast.net); Barbara Kuklewicz; Dennis Grader
Subject: Materials for Selectboard Meeting
Attachments: 2021 Youth Basketball Program BOS.pdf; Virtual Sawmill Run Poster bw.pdf

Hello,
Attached are the materials for Monday's BOS meeting. Other topics of discussion;

- Aquatics Plan – currently being reviewed by GMRSD
- New departmental website
- Removal of portable toilet at Unity Park for the winter
- Removal of old skatepark fence

Looking at the number of items, the discussion will probably take more like ten minutes than five.....

If you have any questions, just let me know. thanks

Jon Dobosz, CPRP, CPO
Director of Parks & Recreation
Montague Parks & Recreation Dept.
56 First St.
Turners Falls, MA 01376
(413) 863-3216





MONTAGUE PARKS & RECREATION DEPT.

56 First St.

Turners Falls, MA 01376

(413) 863-3216

www.montague-ma.gov

2021 YOUTH BASKETBALL PROGRAM

START SMART INSTRUCTIONAL BASKETBALL – Grades K – 2

When: Week of January 4 - Week of February 1, 2021

*Days: Wednesday evenings;

Times: 5:45pm – 6:30pm

Fees: Montague Residents = \$25 *Non-residents = \$30



Enrollment Maximum Per Group; no more than 10 players on the court at one time.

**Program may be separated by grade and additional times may be added, depending on enrollment.*

JUNIOR & SENIOR BASKETBALL PROGRAM

Please note that this is an in-house, skills development program.

League games are not scheduled this year.



Junior Teams (Grades 3 & 4) & Senior Teams (Grades 5 & 6)

When: Week of January 4 - Week of February 8, 2021

Days & Times to Determined by the coach; (45 minute increments)

Fees: Montague Residents = \$30 *Non Residents = \$35

Enrollment Maximum Per Group; no more than 10 players on the court at one time.

- ♦ *Multiple teams may be created if there is enough registrants, AND, if we are able to secure coaches.*
- ♦ *Separate Boys & Girls teams are typically created. However, combining levels and creating CO-ED groups may be necessary due to enrollment.*

*****COACHES NEEDED FOR ALL LEVELS*****

**Due to the low enrollment capacity, non-residents may be automatically placed on the waiting list until close to the start of the program.*

- ♦ **COVID-19 related health protocols will be made available at the time of registration. Standards must be followed at all times during the program. (Protocols subject to change)**
 - ♦ **Pre-registration required for all levels**



2021 MPRD Youth Basketball Program Health Protocols Relative to COVID-19

At the time of this program outline, Basketball is considered a **“higher risk”** activity as defined by the Massachusetts Executive Office of Energy & Environmental Affairs (EOEEA) **“Reopening Standards for Youth & Adult Amateur Sports Activities – Phase 3, Step 2”**; **updated November 7, 2020.**

Higher Risk sports and recreation activities are characterized by:

- Sports or activities for which there is a requirement or a substantial likelihood of routine close and/or sustained proximity or deliberate physical contact between participants and a high probability that respiratory particles will be transmitted between participants.

➤ Sports and activities included in the **Higher Risk** category can participate in **Level 1, 2 and 3** type of Play, but **ONLY** if “the Minimum Mandatory Standards for Modification to Play are met”.

Level 1 – Individual or socially distanced group activities (non-contact workouts, aerobic conditioning, individual skill work, and drills)

Level 2 – Competitive practices (intra-team/group games, contact drills, and scrimmages)

Level 3 – Competitions (inter-team games, meets, matches, races, etc.)

- Cohorts/groups can be **no larger than ten (10) participants**, and the same cohort assignments must be used for every training session or class. Participants cannot be a member of multiple cohorts, nor can cohort assignments rotate.

Health Procedures

➤ To participate or attend, participants, volunteers, coaches and spectators must show no signs or symptoms of COVID-19 for 14 days.

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear **2-14 days after exposure to the virus**. People with these symptoms may have COVID-19:

- Fever of 100.0 F or higher, or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

This list does not include all possible symptoms. CDC will continue to update this list as we learn more about COVID-19. Anyone with **two or more** of the symptoms noted above or any other signs of illness will NOT be permitted to attend.

- **Daily Screening:** All staff, parents, children, and any individuals seeking entry into the program space must **self-screen** at home, *prior to coming to the program for the day*.
- **Program Structure:** utilizing the EOEEA's guidelines as a benchmark, the program will be structured in the following;
 - **Play sessions:** will be reduced from their normal time limits to 45 minutes per session. Reducing playing time will help limit exposure of respiratory particle transmission between participants. Play/practice sessions will also be planned at the top of each hour, ideally allowing one group to exit the premises without coming in contact with the next group entering the facility to help reduce exposure between groups.
 - **Players, Parents & Caregivers:**
 - Facial coverings must be worn at all times (including the players). Extra face masks will be on-hand for those who forgot their personal covering.
 - basketball equipment will be shared, so all participants must practice proper hand hygiene at the beginning and end of all activities either through handwashing with soap and water or by using an alcohol-based hand sanitizer. The hand sanitizer can be provided by MPRD. We will coordinate with the Gill-Montague School District's (GMRSD) Facilities Director.
 - We are promoting an "arrive, play, and leave" approach to ensure that individuals are not congregating in the building, common areas or parking lots before, during or following practices or events. Parents in any program who plans on staying in the in the gym, must maintain a distance of at least 6 feet between one another and wear masks.
 - **K-2 Program:** Parents of children enrolled in the K-2 teams should be allowed to stay in the gymnasium. We ask that only 1 parent/caregiver be present per player during the program to ensure we stay within acceptable capacity limits. Please do not bring additional family members if at all possible.
 - **3-6 Grade Teams** – This year will strictly be a skills & drills format. There are no league games this winter. Parents are encouraged to either drop off their child or stay in their vehicles during the session.
 - **Coaches:**
 - must practice proper hand hygiene at the beginning and end of all activities, either through handwashing with soap and water or by using an alcohol-based hand sanitizer.
 - will clean and disinfect shared equipment at the end of every practice or clinic
- If any individual develops symptoms of COVID-19 during the activity, they should promptly inform organizers and must be removed from the activity and return home. Parents/guardians should follow-up with MPRD as to the status of their child and whether or not he/she has contracted the virus.
- In the event of a positive case, the program may be suspended or cancelled. Consultation with the Montague Board of Health will then determine proper procedures and program status. GMRSD administration will be notified of any positive case through MPRD.
- Partial refunds will be given if program is permanently cancelled.

Protocols are subject to change.



If we can't race in-person, then let's make it a virtual reality!

Thursday, December 31, 2020 - Sunday, January 3, 2021

- ◆ Virtual race starts New Year's Eve Day, for those wishing to take the rest of the weekend to recover from their New Year's "merriment"!
- ◆ Runners will have four days to finish a 10k route of their choice, and submit their results by Monday, January 4th.
 - ◆ Results can either be submitted manually or through a fitness tracker account.
 - ◆ All participants will receive a medal!
- ◆ *Proceeds benefit our Sponsor-A-Child Scholarship Program, so your participation is still critical!*

Entry Fee: \$15.00

<https://www.runreg.com/sawmill-river-virtual-10k-race>

Phone: (413) 863-3216 / Fax: (413) 863-3229

www.montague-ma.gov

This event is organized by:

MONTAGUE PARKS & RECREATION DEPARTMENT

56 First St.

Turners Falls, MA 01376

Phone: (413) 863-3216 / Fax: (413) 863-3229

www.montague-ma.gov



Proceeds benefit MPRD's Sponsor-A-Child Scholarship Program.



We would like to thank Greenfield Savings Bank
for co-sponsoring this event!

8A



Montague DPW
500 Avenue A
Turners Falls, MA 01376
Tel. 413-863-2054

December 3, 2020

To the Montague Selectboard:

I am requesting that the Selectboard approve that I can receive a hourly rate of \$35 per hour (same as snow plow rate) for the following reasons.

Right now I can receive compensation for all meeting and call in's, right now I will get called in for any building issue, large sewer back ups or in home sewer back up's and of course extreme weather emergency's, any of these events could take from one to several hours.

I will put in for comp time for call in's, the extreme weather events are happening more frequently in the summer which mean I will accumulate more than the 75 hours of comp time which makes me take time off or lose the time I have earned.

I am asking for a hourly rate instead of comp time for the extreme non snow events to include Extreme weather events, sewer back ups weather on the street or in a private home or buildings, if the DPW is called in to assist another Town department or other unforeseen event that takes 4 hours or longer.

Respectfully,

Tom Bergeron
Superintendent
Montague DPW

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November 24, 2020

To the Town of Montague

It is with deep sadness that I announce that I can no longer serve on the Turners Falls Airport Commission. My present situation makes it difficult for me to attend to the business of volunteering at the Airport on a regular basis, and I do not wish to be an "absentee" Commissioner. My ability to continue to connect with the necessary people to help the Airport function, is not what it used to be. In this time of many changes, I must make this change to allow me to transition to my next adventure. I have enjoyed volunteering at the Airport and appreciate the support that I have received during my tenure with the Airport.

Thank you for the opportunity to serve on the Commission for the past twenty years. I have worked alongside some wonderful colleagues, Commissioners, and Managers, and have had so many opportunities to grow and develop as a public official and member of a public board. I am particularly proud of the accomplishments of the current Manager in bringing the Airport to the point of self-sufficiency. I will never forget my time at Turners Falls Airport.

I will assist the Manager and Commissioners in making this as smooth a transition as possible, and either have, or soon will, provide whatever technical support for the computer systems to be sure that the Airport has all the necessary credentials to continue operations. Please let me know if you need any further assistance with the transition.

Please accept this letter as formal notification that I am, therefore, resigning from my position as Airport Commissioner effective immediately.

Sincerely,

Peter Golrick

Airport Commission Opening
Statement of Interest
Joseph Mazeski

Town of Montague Selectboard-

I am sending this statement of interest to formally ask that you would consider me to fill the vacant seat on the airport commission for the term beginning immediately and concluding in June 2021. My intent would be to seek reappointment upon the conclusion of the remainder of the term. I reside and work in Turners Falls and have for quite some time. I have an extensive background with municipal budgeting, state and federal funded projects, and facilities maintenance. As a resident and taxpayer I feel that my appointment to the commission would allow me to represent the town and make sound decisions to secure the viability of the airport for years to come. It is my understanding that the airport is currently pursuing the potential purchase of additional property located along the Industrial Blvd to secure critical aviation related services. I feel that my experience in the construction trades and project management would be a tremendous asset as this project proceeds to keep it on track and financially successful. Although I have not served on the Airport Commission in the past I have worked with other members, both current and previous, as well as the current Airport Manager. This experience would allow for a smooth transition into the position if appointed. Thank you for your consideration for my appointment to the Airport Commission. I look forward to hearing from you.

Joe Mazeski

December 3, 2020

Montague Selectboard
1 Avenue A
Turners Falls, MA 01351

Appointment to Airport Commission

To whom it may concern,

I understand the Town has an opening on the Turners Falls Airport Commission. By this letter I request that I be appointed to that position.

As you know, I am a life-long resident of Montague who has participated in numerous boards, committees, and commissions, where I maintained a high level of meeting attendance and participation. As a former member of the Airport Commission in the early 2000's, when we going through the lengthy and complicated process of replacing the runway, I already have a strong understanding of airport operation, funding and grant processes, and how the airport fits into the town government.

This is an exciting time for the airport, with the extensive infrastructure upgrades and especially the opportunity of acquiring the former Pioneer Aviation and incorporating it into the airport under Town ownership, and I look forward to again being a part of that effort and community.

Yours truly,

Mark Fairbrother
Montague, MA 01351



23 Hall Farm Road
Atkinson, NH 03811
(603) 894-6465
(800) 621-1189
(603) 894-7044 FAX

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November 24, 2020

Mr. Walter Ramsey
City of Montague
1 Avenue A
Turners Falls, MA 01376

RE: Strathmore Mill Asbestos and Hazardous Materials Abatement & Stack Demolition
Contract Extension

Dear Mr. Ramsey

Please accept this letter as Air Quality Experts quest for a time extension to complete the work at the Strathmore Mill. Air Quality Experts is requesting an extension on the project schedule's final completion until December 31, 2020.

Our Subcontractor Boston Chimney has been unable to complete this work under the allowed time frame. We anticipate that the work on the Strathmore Mill will be complete by December 31, 2020. Boston Chimney originally thought that the stack demolition would be completed prior to winter. Poor chimney conditions, weather & wind and the lack of availability of laborers that are willing to climb 100' ladders have put the project behind the originally anticipated schedule.

Thank you.

Sincerely,

Christopher Thompson
President

WendyB-Montague Board of Selectmen

From: StevenE - Montague Town Administrator
Sent: Tuesday, December 01, 2020 5:47 PM
To: WendyB-Montague Board of Selectmen
Cc: Rich Kuklewicz
Subject: HCA Agreement - 12/7 SB Meeting

Please add:

- Consider proposed Host Community Agreement with Greenhouse Mobility Cannabis Inc in association with a proposed delivery-only cannabis establishment.
- Consider submitting a letter of support to the Cannabis Control Commission for Greenhouse Mobility Cannabis Inc delivery-only cannabis license.

Thanks - Steve

DRAFT

TOWN OF MONTAGUE, MASSACHUSETTS
AND GREENHOUSE MOBILITY CANNABIS GROUP, INC.

HOST COMMUNITY AGREEMENT
FOR THE SITING OF A DELIVERY-ONLY ESTABLISHMENT

THIS DELIVERY-ONLY HOST COMMUNITY AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2020, by and between Greenhouse Mobility Cannabis Group, Inc., a Massachusetts Corporation with a principal office address of 41 East Main Street, Millers Falls, MA 01349 (the “Company”), and the Town of Montague, a Massachusetts municipal corporation with a principal address of 1 Avenue A, Turners Falls, MA 01376 (the “Town”), acting by and through its Selectboard in reliance upon all of the representations made herein (the Company and Town collectively, referred to as the “Parties”).

WHEREAS, the Company wishes to locate an approximately 1,200 square foot administrative office for the purpose of managing a Delivery-Only Marijuana Establishment (the “Establishment”) for the delivery of adult-use marijuana at 41a East Main Street, Millers Falls MA, and identified as Montague Assessor's Map 29, Lot 059 (the “Property”) in the Town, in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaw, , and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the of the requisite license from the Cannabis Control Commission (the “CCC”) or such other state licensing or monitoring authority, as the case may be, to operate the Establishment and receives all required local permits and approvals from the Town; and

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town.

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

1. Recitals

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

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of the Establishment, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said

matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Establishment in the Town, then the Company agrees to provide the following Annual Payments:

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town’s road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services, public health education and substance abuse counseling services, and any necessary and related legal and enforcement costs, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, both quantifiable and unquantifiable, the Company agrees to pay an Annual Community Impact Fee to the Town, in the amount and under the terms provided herein.

1. The Company shall pay an Annual Community Impact Fee in an amount equal to specified percentages of its gross sales derived from cannabis delivery, including any and all non-tax fees of which such revenues may be composed, in accordance with the following fee schedule :

Year 1	Year 2	Year 3	Year 4	Year 5
1%	1.5%	2%	2.5%	3%

The term “gross sales” shall mean the total revenue resulting from all deliveries, including delivery charges and product charges. The Company agrees that calculation of the Community Impact Fee in this manner will be within the statutory cap of three percent (3%) of gross sales under G.L. c.94G §3(d) for these combined operations and waives any claims to the contrary.

2. The Annual Community Impact Fee shall be made in quarterly installments per the Town’s fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30. The Annual Community Impact Fee for the first (1st) year of operation shall be prorated based on the number of months the Establishment is in operation; provided, however, that in no event shall the Town be responsible for the return of any Annual Community Impact Fee or portion thereof already provided to the Town by the Company. The Establishment shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license and approval to operate from the CCC (the “Commencement of Operations”).
3. The Annual Community Impact Fee shall continue for a period of five (5) years from the date the Commencement of Operations, and shall be extended for successive five (5) year terms thereafter, for as long as the Establishment remains in operation. At least sixty (60) days before the conclusion of each of the respective five (5) year terms, the parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement; provided,

however, that if the parties are unable to reach an agreement on a successor Community Impact Fee, the Annual Community Impact Fee specified in Paragraph 2.A.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor Community Impact Fee.

4. The Town may use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services, public health education and substance abuse counseling services, and any necessary and related legal and enforcement costs, as well as unforeseen impacts upon the Town. The Company acknowledges and agrees that the Town is under no obligation to use the Community Impact Fees in any particular manner.
5. Pursuant to M.G.L. c. 94G, §3(d), a “community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment...” (“Town Costs”). Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and have agreed to utilize an amount based on a fixed percentage of gross sales as specified in Paragraph 2(A)(1) above in lieu of attempting to determine actual Town Costs incurred. The Company acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs and waives any claims to the contrary.
6. Annual Community Impact Fees are expressly included as “other municipal charges” pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company’s name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or water bills.

B. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to local charities/non-profit organizations operating within the Town and offering benefit to Town residents and micro-enterprises, or to support the improvement priorities of the Town and its village associations, in an amount no less than \$15,000, said charities/non-profit organizations to be determined by the Company. The Company has expressed particular interest in supporting improvement within the Town’s Millers Falls village center. The Annual Charitable Non/Profit Contribution shall be made annually beginning on the first anniversary following the Commencement of Operations at the Establishment, and shall continue for the term of this Agreement.

C. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Establishment of Consulting Fees and Costs: The Company shall reimburse the Town for any and all consulting costs and fees related to any land use applications concerning the Establishment, negotiation of this and any other related agreements, and any review concerning the Establishment, including planning, engineering, legal and/or environmental professional consultants and any related disbursements at standard rates charged by the above-referenced consultants in relation to the Establishment.

Any Town legal costs associated with the Establishment, including the cost to negotiate this Agreement, shall be paid from a five thousand dollar (\$5,000) payment made by the Company to the Town upon signing of this agreement. Any unexpended funds shall be returned by the Town at the end of the agreement; legal fees exceeding five thousand dollars (\$5,000) shall be reimbursed by the Company to the Town.

3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Establishment and/or reviewing the Establishment and for any and all consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with thirty (30) days of the date they are due, the Company shall be required to pay the Town a late payment penalty of five percent (5%) on the outstanding funds subject to an interest rate of one and half percent (1.5%), compounding monthly, on the total amount of the outstanding payment and penalty.

D. Annual Reporting for Host Community Impact Fees

The Company shall submit an annual written report to the Town's Selectboard within thirty (30) days after the payment of its fourth (4th) quarterly installment of the Annual Community Impact Fees with a certification of: (1) its annual sales; and (2) its compliance with all other requirements of this Agreement. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a

meeting of Selectboard to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Establishment.

Upon request of the Town, the Company shall have to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company; provided, however, provided that such expense shall be offset against the Annual Community Impact Fee. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Community Impact Fee are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. No Off-Set Payments

If the Town receives additional payments from the Company, or from the Department of Revenue or any other source, the funds for which have been collected by assessment against the Company, including, but not limited to taxes, imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the Town for said payments, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments.

4. Community Support

- A. Vehicles – The Company agrees to register and garage all company owned or leased vehicles used in connection with the Establishment's deliveries within a 10 mile delivery radius of 253 Farmacy, located at 253 Millers Falls Road in Turners Falls, and any other participating adult-use dispensaries of the town of Montague, and to pay motor vehicle excise taxes on such vehicles to the Town.. This radius would include Montague, and the towns of Bernardston, Deerfield, Greenfield, Erving, Gill, Leverett, Northfield, Wendell, Sunderland/South Deerfield, and any portions of the towns that fall within that radius.

- B. Volunteer Activity - The Company agrees to provide no less than one hundred fifty (150) volunteer hours annually, to be provided by the Company's management and employees, to support community development and/or community improvement projects within the Town of Montague, including but not limited to: participation on or support for Town committees, arts and educational programs, educational programs, senior assistance, and/or community or veteran's assistance.
- C. Local Vendors – To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use its best efforts in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive. The Company's annual report to the Selectboard shall include information concerning the use of local vendors.
- D. Employment – Except for senior management, or current employees, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use its best efforts in a legal and non-discriminatory manner to hire Town residents. The Company's annual report to the Selectboard shall include information concerning the number of Montague residents employed at the Establishment.
- E. Procurement Practice – Best efforts shall include actively soliciting bids from Town vendors through local advertisements and direct contact, advertising any job expansion or hiring of new permanent full time employees first to Town residents before advertising through all typical regional employment advertising outlets. The Company also agrees to make reasonable efforts to utilize women-owned, veteran-owned and minority-owned vendors within the Town and local area.
- F. Approval of Manager – If requested by the Town, the Company shall provide to the Town, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.030, or such other state regulations, as the case may be, of the person(s) proposed to act as on-site manager(s) of the Establishment. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Town shall consider such request for approval within thirty days following submittal to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

5. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal

property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

6. Security

- A. To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras and reviewing and approving all security plans prior to implementation and Commencement of Operations at the Establishment. The Town Police Department shall also have the right to review the location and capabilities of any security cameras and other security measures installed on the Company's locally operating delivery vehicles.
- B. The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment or delivery locations within the Town.
- C. To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment. Such plan shall include, but is not limited to, (i) training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Company employees that may indicate the potential for diversion; and (ii) utilizing appropriate tracking software to closely track all inventory at the Establishment.
- D. The Company shall promptly report the discovery of the following to the Town's Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during

transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, consumers or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours; and any other breach of security.

7. Community Impact Hearing Concerns and Community Forums

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

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

8. Limitation on Use

The Corporation agrees that, even if authorized under CCC regulations, it shall not engage in on-site social consumption at the Establishment absent prior written approval from the Selectboard.

The Company further agrees and acknowledges that it shall only engage in the management of delivery operations and personnel, and related systems at the Establishment unless it receives prior written consent from the Selectboard to engage in any other operations. The Company agrees and acknowledges that the Selectboard may place reasonable limitations on the Company's delivery operations which shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

9. Annual Inspections

The Company agrees that it will voluntarily submit to a minimum of one (1) annual inspection by the Police, Fire, Health and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. This provision shall not preclude the Town or any of its departments from conducting inspections at other times during the year to address enforcement matters.

10. Hours of Operation

The Company agrees that in no event shall the Establishment conduct deliveries outside the hours of [REDACTED] A.M. through [REDACTED] P.M. Monday through Sundays. Deliveries within the Town may not occur more than 30 minutes before or after the public operating hours of any Montague cannabis retail establishment.

11. Improvements to the Establishment Site

The Company agrees that capital improvements to the site at which the Establishment is located, if any, shall be such that the site will match the look and feel for the Establishment proposed by the Company in its presentations and applications to the Town, and be of construction standards at least at the quality of other nearby businesses. The Company agrees to comply with all laws, rules, regulations and orders applicable to the Establishment, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

12. Additional Obligations

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of Establishment in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate Establishment in the Town.

This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or its Establishment for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

13. Re-Opener/Review

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement

entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a Cultivation Marijuana Establishment with another municipality in the Commonwealth that contains terms that are superior to what the Company agrees to provide the Town pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the Town equivalent or superior to those provided to the other municipality.

14. Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Establishment where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Establishment, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

15. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Establishment in Town with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final license from the CCC and all necessary local permits from the Town and commenced operations at the Establishment within eighteen (18) months from the date this Agreement takes effect, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Establishment within the Town. The Selectboard, in its discretion, may agree to an extension of the eighteen (18) month expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

16. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to

another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other material change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

17. Notices

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

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

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

To Company: Joseph Price
The Greenhouse Cannabis Group
41 East Main Street
Millers Falls, MA 01341

18. Severability

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all fees and costs incurred by the Town in enforcing this Agreement.

19. Governing Law

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

20. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. 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.

21. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by authorized representatives of both parties to the original Agreement, prior to the effective date of the amendment.

22. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

23. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

24. Signatures

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

25. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

26. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Establishment in Town or relocates the Establishment out of Town; provided, however, that in the case of any relocation out of the Town, the Company agrees that an adjustment of Community Impact Fee and any other annual contributions or payments due to the Town hereunder shall be calculated based upon the period of occupation of the Establishment within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

27. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Establishment (the "Indemnified Acts"). Such indemnification shall include, but shall not be limited to, all fees and costs of attorneys and other consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand. Notwithstanding the above, the Company shall have no responsibility for the Indemnified Acts when such action is brought against the Town challenging the granting of the rights under this Agreement by a party also seeking the right to open a similar establishment to the one contemplated under this Agreement.

28. Third-Parties

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 Town or the Company.

REQUEST FOR TRANSFER FROM THE RESERVE FUND

Request is hereby made for the following transfer from the Reserve Fund in accordance with Chapter 40, Section 6 of the Massachusetts General Laws.

- 1. Amount requested: \$ 6,000.00
- 2. To be transferred to account number 001-5-122-5315
Account Title SB Other Professional Tech
- 3. Present balance in said line item appropriation: \$5,315.58

The amount requested will be used for (give specific purpose):

To cover the cost of Town Hall COVID Entry Screeners at the back door to do temperature checks and ask COVID questions prior to entry

This expenditure is extraordinary and/or unforeseen for the following reasons:

Unusual staffing requirements due to COVID 19

Officer/Department Head Date: _____

ACTION OF OVERSIGHT BOARD

Date of Meeting: _____ Number present & voting: _____

Transfer recommended in the amount of \$ _____ Transfer disapproved: _____

Chairperson _____

ACTION OF FINANCE COMMITTEE

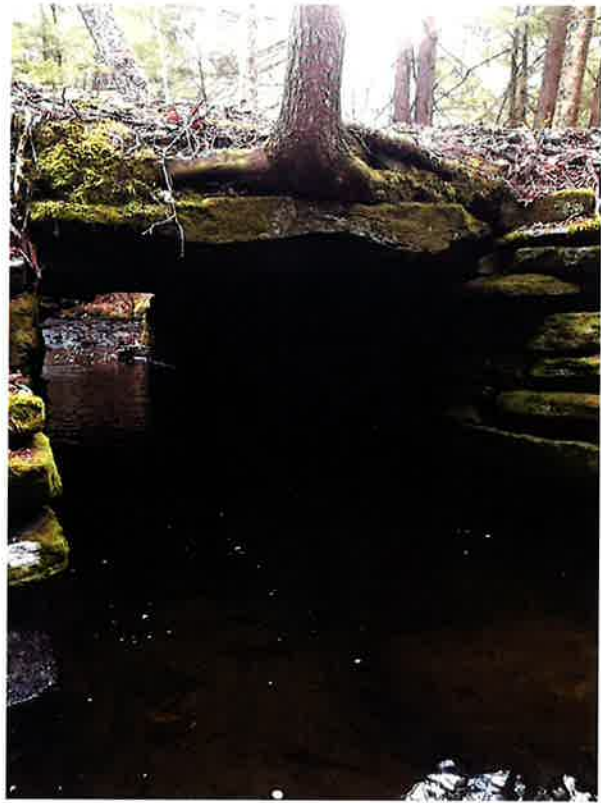
Date of Meeting: _____ Number present & voting: _____

Transfer voted in the amount of \$ _____ Transfer disapproved: _____

Chairperson, Finance Committee

TOWN OF ASHFIELD CULVERT ASSESSMENT

September 2020



Franklin Regional Council of Governments

Notice of Nondiscrimination Rights and Protections to Beneficiaries

Federal "Title VI/Nondiscrimination" Protections

The Franklin Regional Council of Governments (FRCOG) operates its programs, services, and activities in compliance with federal nondiscrimination laws including Title VI of the Civil Rights Act of 1964 (Title VI), the Civil Rights Restoration Act of 1987, and related statutes and regulations. Title VI prohibits discrimination in federally assisted programs and requires that no person in the United States of America shall, on the grounds of race, color, or national origin (including limited English proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance. Related federal nondiscrimination laws administered by the Federal Highway Administration, the Federal Transit Administration, or both prohibit discrimination on the basis of age, sex, and disability. These protected categories are contemplated within FRCOG's Title VI Programs consistent with federal interpretation and administration. Additionally, FRCOG provides meaningful access to its programs, services, and activities to individuals with limited English proficiency, in compliance with U.S. Department of Transportation policy and guidance on federal Executive Order 13166.

State Nondiscrimination Protections

FRCOG also complies with the Massachusetts Public Accommodation Law, M.G.L c 272 §§ 92a, 98, 98a, prohibiting making any distinction, discrimination, or restriction in admission to or treatment in a place of public accommodation based on race, color, religious creed, national origin, sex, sexual orientation, disability, or ancestry. Likewise, FRCOG complies with the Governor's Executive Order 526, section 4 requiring all programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background.

If you need help understanding this document because you do not speak English or have a disability which impacts your ability to read the text, please contact FRCOG's Title VI Specialist at (413) 774-3167 (voice) (MA Relay System: 800-439-2370), 413-774-3169 (fax), or civilrights@frcog.org (e-mail).

If you believe that you or anyone in a specific class of persons has been subjected to discrimination prohibited by Title VI and other nondiscrimination laws based on race, color, national origin, sex, age, disability, or gender, you or your representative may file a complaint with the FRCOG, which we can help complete. A complaint must be filed no later than 180 days after the date of the alleged discrimination for Title VI complaints and no later than 300 days for state protected category complaints. If you require further information, please contact FRCOG's Title VI Specialist at (413) 774-3167 (voice) (MA Relay System: 800-439-2370), 413-774-3169 (fax), or civilrights@frcog.org (e-mail).

English: If this information is needed in another language, please contact the FRCOG Title VI Specialist at (413) 774-3167.

Spanish: Si necesita esta información en otro idioma, por favor contacte al especialista de FRCOG del Título VI al (413)774-3167.

Russian: Если Вам необходима данная информация на любом другом языке, пожалуйста, свяжитесь со специалистом по Титулу VI FRCOG по тел: (413) 774-3167.

Town of Ashfield Culvert Assessment

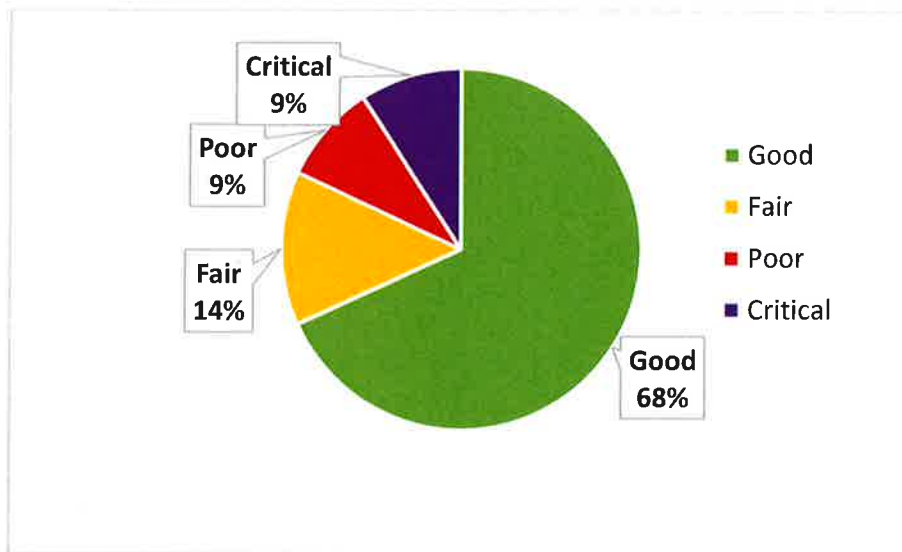
September 2020

Project Summary

In the Fall of 2019 and Summer of 2020, the Franklin Regional Council of Governments (FRCOG) conducted an inventory and assessment of the Town of Ashfield's culverts. The work included: 1) locating every culvert and marking each inlet and outlet with GPS; 2) evaluating the physical state of each inlet, outlet, and the interior of the culvert, if visible; and 3) providing an overall Condition grade of each culvert's inlet and outlet. This project is intended to be a rapid assessment for a town's Highway Department and Select Board so that they can have an understanding of the location and condition of the town's culverts in order to prioritize maintenance and capital improvement planning.

This assessment took place from November of 2019 through September 2020. FRCOG identified a total of approximately 630 culvert and drainage structures on Ashfield's roadways. Of these, 68% were assessed as being in Good condition, while another 9% were identified as being in Critical condition needing immediate attention for either replacement or maintenance. Figure 1 below shows the condition breakdown of the condition of the Town's culverts.

Figure 1: Condition of Ashfield's Culverts as of September 2020



Culvert Assessment

The FRCOG staff assessed all culverts and drainage structures on the town-maintained roads that they could locate. The assessments were conducted using the standardized guidance from the Culvert Condition Assessment Manual (2017) developed by the North Atlantic Aquatic Connectivity Collaborative (NAACC). FRCOG Staff evaluated various aspects of the culverts;

took pictures documenting the conditions at the time of the assessment; and noted any particularly unique situations. The final product is a database with each culvert's inlet and outlet given a unique identifier along with the accompanying details about their conditions and a photograph. In addition to the database, the FRCOG created both a hardcopy map and an interactive online map for the Town to use. The hardcopy map shows each culvert with its ID number and is color-coded by its Condition. The hardcopy maps have been designed so that they can be used in the field by Highway Department staff as they conduct maintenance. The online version of the map is interactive and users can click on each culvert to see its picture and view all of the data that is included in the database. The online map can be found here:

<https://arcg.is/v11r00> .

The FRCOG also added to the maps the location of any dry hydrant that was located during the field work, as well as the MassDOT-inspected bridges in Ashfield for additional information. Those bridges will have MassDOT inspection reports available that provide very detailed information on those structures. MassDOT inspects bridges at least once every two years. Towns are sent copies of these reports when completed and can also be requested from MassDOT District 2.

The following section provides definitions for each of the fields within the Culvert Database.

Culvert Assessment Definitions

Culvert Number

This is the number assigned to the culvert. i = inlet, o = outlet. Example, 22i and 22o are the inlet and outlet for culvert #22.

Date

Date that the FRCOG staff conducted the assessment.

Size

Approximate diameter of the pipe.

Material

What material is the culvert pipe made of? Choices include:

- Plastic
- Metal
- Cast Iron
- Clay
- Concrete
- Other

Appurtenance (APPURTEN)

This describes the structure (if any) surrounding the inlet/outlet of the pipes that give support to the culvert end. Choices include:

- Headwall/Wingwall
- Apron
- Cover
- Metal grate
- Other

Appurtenance Material (APPUR MAT)

The material that the appurtenance is constructed from. Choices include:

- Concrete
- Field stone
- Asphalt
- Other

Type of Crossing

This describes the type of the culvert. Choices include:

- Round
- Elliptical
- Open Bottom
- Box
- Drop Inlet

Percent Blockage

This describes how well water can enter or exit the pipe. What percentage is the inlet/outlet blocked? Choices include:

- 0%
- 25%
- 50%
- 75%
- 100%

Grade of Culvert

This describes how the inlets and outlets are situated relative to the stream grade. Is the inlet/outlet submerged? Can water flow easily into it? Is there a free fall of water from the outlet that could cause scour? Choices include:

- Submerged (pipe is below surface of ground/water level)
- At Grade (pipe is even with ground)

- Cascade (outlet is raised above the stream bottom such that water flows very steeply downward across rock or other hard material when flowing from the structure)
- Free Fall (outlet of the structure is above the stream bottom such that water drops vertically when flowing out of the structure)
- Free Fall to Cascade (outlet of the structure is raised above the stream bottom such that the water drops vertically onto a steep area of rock or other hard material, and then flows very steeply downward until it reaches the stream)

Free Fall/Submerged (FREEFALL SUB)

The distance of the free fall from the outlet to the stream bed or the distance the pipe is submerged under the ground (measured in inches).

Condition

This is the overall grade assigned to each inlet and outlet based on the following criteria.

GOOD = Culvert is in good condition with no apparent need of service.

FAIR = May have small issues that need to be addressed or has a large free fall (>10”) that could lead to scour and erosion problems. If a culvert was blocked by 25% then it was assigned as Fair.

POOR = Has issues that should be addressed soon before they become critical. May have issues that are affecting performance of culvert and/or is 50% blocked.

CRITICAL = Has issues that are currently impacting performance and could lead to failure. May be blocked 75-100%. Immediate attention may be necessary for either replacement or simply maintenance.

For questions or updates to the culvert and bridge database and/or map, please contact:

Megan Rhodes, Senior Transportation Planner at (413)774-3167 x132 or mrhodes@frcog.org

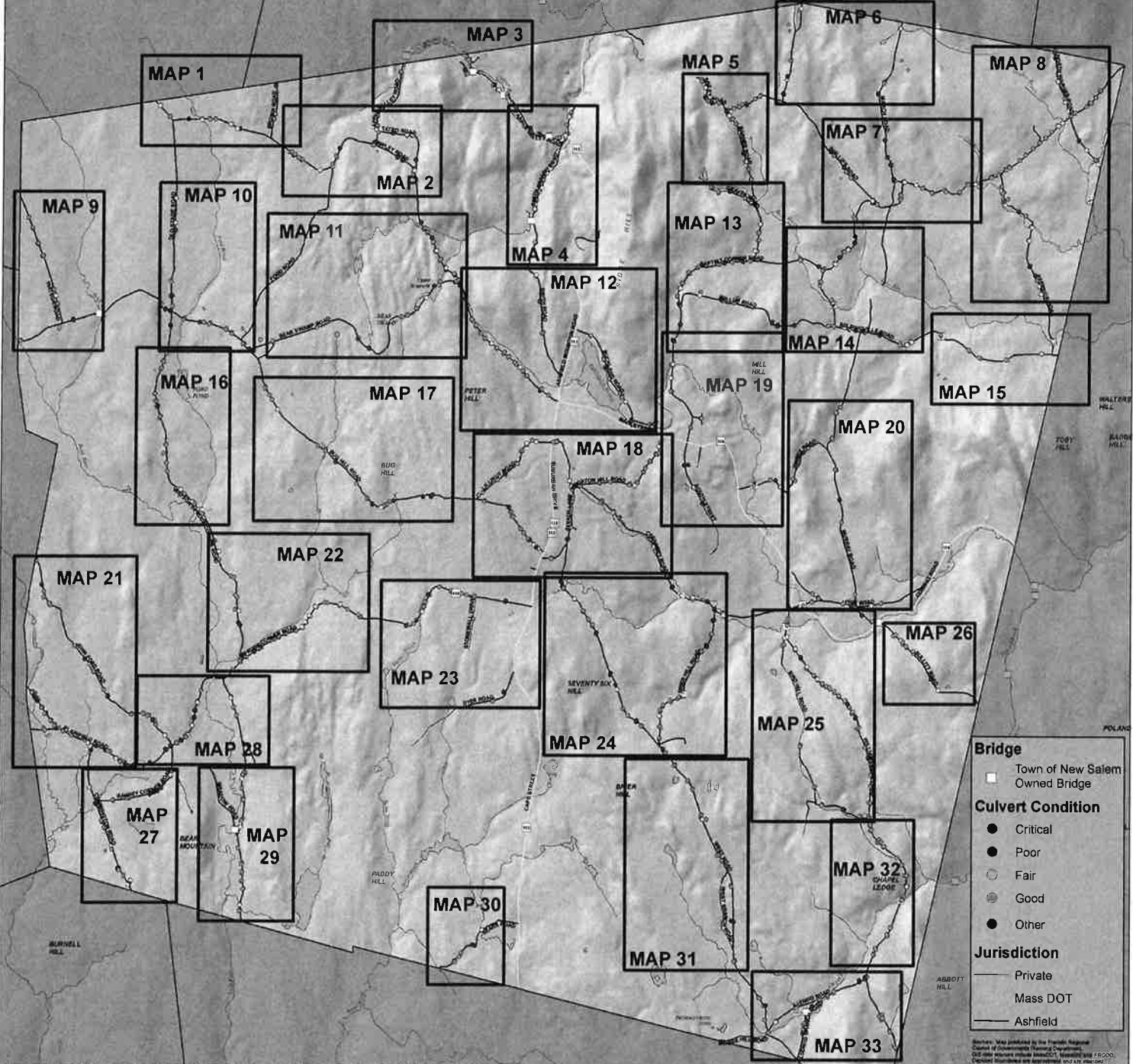
Ryan Clary, Senior GIS Planner at (413)774-3167 x 124 or rclary@frcog.org.



Town of Ashfield

Road Jurisdiction/Culvert Map

9/28/20



Bridge

- Town of New Salem Owned Bridge

Culvert Condition

- Critical
- Poor
- Fair
- Good
- Other

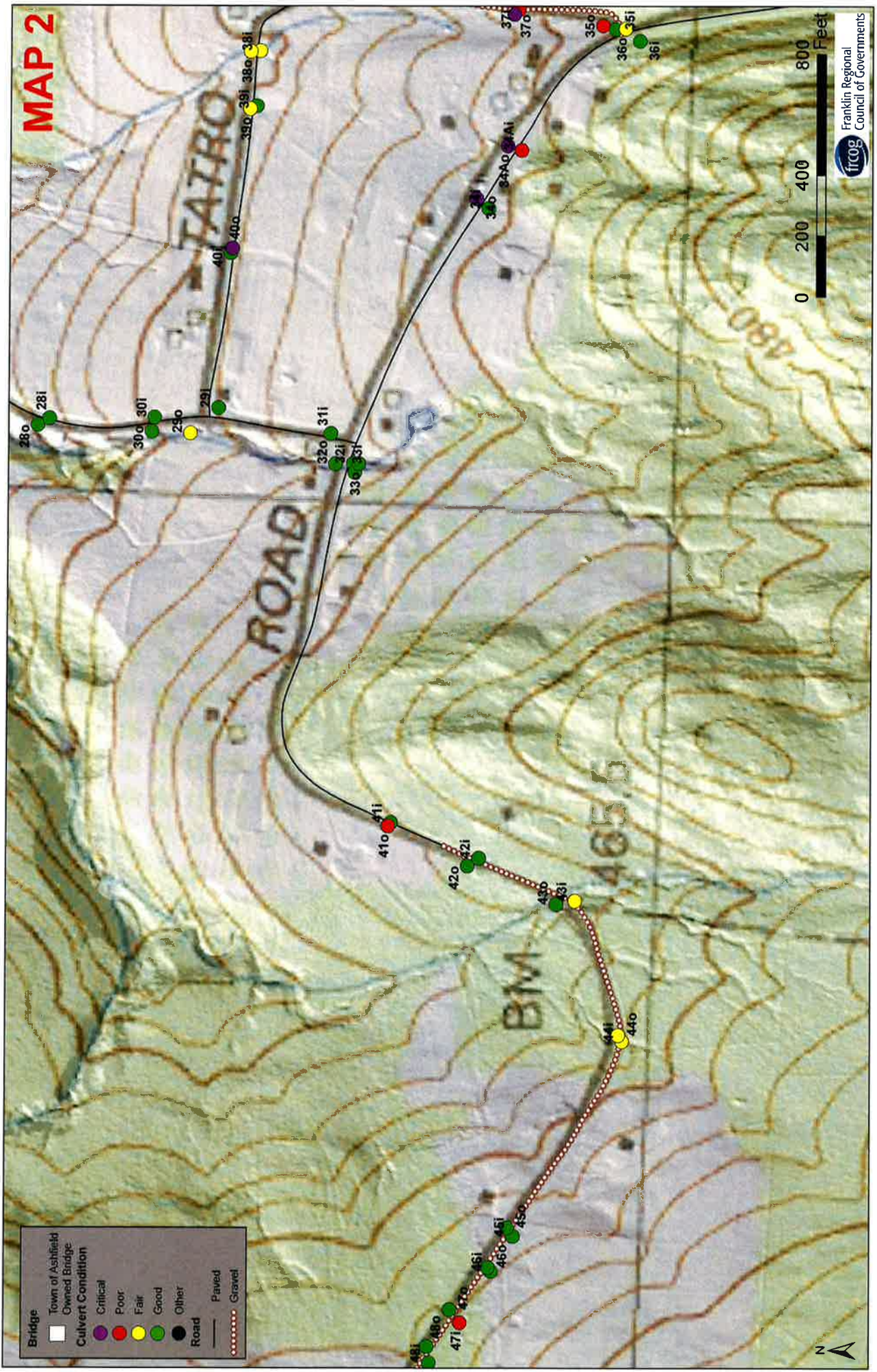
Jurisdiction

- Private
- Mass DOT
- Ashfield

This map has been created by the Franklin Regional Council of Governments and shows culvert/bridge lines throughout the Town of Ashfield. Major roadwork has been conducted on these roads. The culvert field assessment was conducted in Summer 2019 - Summer 2020. Disclaimer: The field work has been conducted using the BNR Collector Application and Apple iPhone 8S/GPS enabled smart phone. GPS location accuracy will vary from point to point. Please use caution. GPS accuracy is a maximum of 3.1 meters for Collector to perform properly. Culvert condition is approximate and is intended for planning purposes only, as an attempt to ensure all culverts are inspected. Some culverts may have missed some culverts due to negative drainage.

Source: Map provided by the Franklin Regional Council of Governments Planning Department. All data was verified through GIS/DTI, GIS/DTI and FRCOG. Digital boundaries are approximate and are subject to change. Accuracy may vary and is not for survey.

MAP 2



CONDITION	CULVERT NUMBER	DATE	SIZE	MATERIAL	APPURTENANCE	APPURTENANCE MATERIAL	TYPE	PERCENT BLOCKED	GRADE	FREEFALL/SUBMERGED	NOTES	Constricted	Stream Crossing
Good	281	11/4/2019	16	Plastic	Metal Gate		Drop In	0	At Grade				
Good	286	11/4/2019	16	Plastic	Metal Gate		Round	0	Free Fall	10 in			
Good	291	11/4/2019	24	Plastic	Headwall Wingwall		Drop In	0	At Grade				
Fair	296	11/4/2019	24	Plastic	Headwall Wingwall	Field Stone	Round	0	Free Fall	> 36 in			
Good	301	11/4/2019	16	Metal	Cover	Field Stone	Drop In	0	At Grade				
Good	306	11/4/2019	16	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				
Good	311	11/4/2019	16	Plastic	Metal Gate		Drop In	0	At Grade				
Good	321	11/4/2019	48	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				
Good	326	11/4/2019	48	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				
Good	331	11/4/2019	16	Metal	Metal Gate		Drop In	0	At Grade				
Good	336	11/4/2019	16	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				
Good	341	11/4/2019	16	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				
Critical	346	11/4/2019	16	Metal			Round	100	At Grade		Middle of pipe in road center pipe is caved in		
Poor	341	11/4/2019	16	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade		Invert rusted for 10 feet		
Critical	346	11/4/2019	16	Metal			Round	100	At Grade		Pipe has broken in half off roadside		
Good	351	11/4/2019	16	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				
Poor	356	11/4/2019	16	Metal	Headwall Wingwall	Field Stone	Round	0	Free Fall	15 in	Rusted Invert for 12 inches		
Good	361	11/4/2019	16	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				
Fair	366	11/4/2019	16	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade		Invert is rusted		
Poor	371	11/4/2019	16	Plastic	Headwall Wingwall	Field Stone	Round	75	At Grade				
Critical	376	11/4/2019	16	Plastic			Round	100	At Grade				
Fair	381	11/4/2019	16	Metal			Round	0	At Grade		Inlet very rusted		
Fair	386	11/4/2019	16	Metal			Round	0	Free Fall		Invert rusted for 1 foot		
Good	391	11/4/2019	16	Metal			Round	0	At Grade				
Fair	396	11/4/2019	16	Metal			Round	0	Free Fall	10 in			
Good	401	11/4/2019	16	Plastic	Headwall Wingwall	Field Stone	Round	0	At Grade				
Critical	406	11/4/2019	16	Plastic	Headwall Wingwall	Field Stone	Round	100	Submerged	5 in			
Good	411	11/4/2019	16	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				
Poor	416	11/4/2019	16	Metal	Headwall Wingwall	Field Stone	Round	50	At Grade				
Good	421	11/4/2019	16	Metal	Headwall Wingwall	Field Stone	Round	0	Submerged	5 in			
Good	426	11/4/2019	16	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				
Fair	431	11/4/2019	48	Cast Iron	Headwall Wingwall	Field Stone	Round	0	At Grade		Stream crossing. Inlet rusted	Moderate	YES
Good	436	11/4/2019	48	Metal	Headwall Wingwall	Field Stone	Round	0	Free Fall	5 in	Stream crossing		YES
Fair	441	11/4/2019	18	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade		Invert rusted for 2 feet		
Fair	446	11/4/2019	18	Metal			Round	0	Free Fall	5 in	Angle is perpendicular to stream		
Good	451	11/4/2019	16	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				
Good	456	11/4/2019	16	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				
Good	461	11/4/2019	12	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				
Good	466	11/4/2019	12	Metal	Headwall Wingwall	Field Stone	Round	0	Free Fall	5 in			
Poor	471	11/4/2019	12	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade		Pipe bent smashed and rusted		
Good	476	11/4/2019	12	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				
Good	481	11/4/2019	20	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				
Good	486	11/4/2019	20	Metal	Headwall Wingwall	Field Stone	Round	0	At Grade				

11c

WendyB-Montague Board of Selectmen

From: StevenE - Montague Town Administrator
Sent: Thursday, December 03, 2020 12:56 PM
To: WendyB-Montague Board of Selectmen
Subject: TA Business: Rt 63-N Leverett Road Intersection
Attachments: DOT Status Report.pdf

Please include under TA Business:

INTERSECTION IMPROVEMENTS AT ROUTE 63 AND NORTH LEVERETT ROAD

A survey of the intersection is being requested by MassDOT District 2 and should be underway this year or early next. Once the survey and a base plan is completed the District will do preliminary investigation into reasonable improvement configurations given the constraints of the bridge, brook, and current intersection layout. Once determined, the District will request a consultant for the preliminary design. The project is not yet at the point of having funding on the TIP schedule.

Enter a City or Road name to search for a new project:

search

[Advanced Project Search](#)

Project 610656

[\(Click here for a glossary of terms\)](#)

Project Description: **MONTAGUE- INTERSECTION IMPROVEMENTS AT ROUTE 63 AND NORTH LEVERETT ROAD**

Location: • [Town of Montague](#)

Design Responsibility: Consultant

Right of Way Responsibility: MassDOT

Project Manager: Richard Masse 

Estimated Total Federal Participating Construction Cost: \$3,031,500.00

Estimated Total Contract Cost: \$2,792,000.00

District: District 2

Current Status: This project is in the preliminary design phase.

Contracts (0)

No contracts associated with this project



[Milestone Details](#) | [IP/Funding](#) | [Project Issues](#)

Project Task Information

Project Status

- Project Need Form
- Project Need Form
- Project Initiation Form
- Project Initiation Form
- Project Initiation Form
- Project Review Committee

- PNF Entered 11/05/2019
- PNF Approved 10/31/2019
- PIF Entered 11/05/2019
- PIF Approved 11/05/2019
- PRC Submitted 11/05/2019
- PRC Approved 12/19/2019

Project Management

Bridges
• - none -

DRAFT

TOWN OF MONTAGUE, MASSACHUSETTS
AND GREENHOUSE MOBILITY CANNABIS GROUP, INC.

HOST COMMUNITY AGREEMENT
FOR THE SITING OF A DELIVERY-ONLY ESTABLISHMENT

THIS DELIVERY-ONLY HOST COMMUNITY AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2020, by and between Greenhouse Mobility Cannabis Group, Inc., a Massachusetts Corporation with a principal office address of 41 East Main Street, Millers Falls, MA 01349 (the “Company”), and the Town of Montague, a Massachusetts municipal corporation with a principal address of 1 Avenue A, Turners Falls, MA 01376 (the “Town”), acting by and through its Selectboard in reliance upon all of the representations made herein (the Company and Town collectively, referred to as the “Parties”).

WHEREAS, the Company wishes to locate an approximately 1,200 square foot administrative office for the purpose of managing a Delivery-Only Marijuana Establishment (the “Establishment”) for the delivery of adult-use marijuana at 41a East Main Street, Millers Falls MA, and identified as Montague Assessor's Map 29, Lot 059 (the “Property”) in the Town, in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaw, , and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the of the requisite license from the Cannabis Control Commission (the “CCC”) or such other state licensing or monitoring authority, as the case may be, to operate the Establishment and receives all required local permits and approvals from the Town; and

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town.

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

1. Recitals

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

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of the Establishment, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said

matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Establishment in the Town, then the Company agrees to provide the following Annual Payments:

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town’s road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services, public health education and substance abuse counseling services, and any necessary and related legal and enforcement costs, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, both quantifiable and unquantifiable, the Company agrees to pay an Annual Community Impact Fee to the Town, in the amount and under the terms provided herein.

1. The Company shall pay an Annual Community Impact Fee in an amount equal to specified percentages of its gross sales derived from cannabis delivery, including any and all non-tax fees of which such revenues may be composed, in accordance with the following fee schedule :

Year 1	Year 2	Year 3	Year 4	Year 5
1%	1.5%	2%	2.5%	3%

The term “gross sales” shall mean the total revenue resulting from all deliveries, including delivery charges and product charges. The Company agrees that calculation of the Community Impact Fee in this manner will be within the statutory cap of three percent (3%) of gross sales under G.L. c.94G §3(d) for these combined operations and waives any claims to the contrary.

2. The Annual Community Impact Fee shall be made in quarterly installments per the Town’s fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30. The Annual Community Impact Fee for the first (1st) year of operation shall be prorated based on the number of months the Establishment is in operation; provided, however, that in no event shall the Town be responsible for the return of any Annual Community Impact Fee or portion thereof already provided to the Town by the Company. The Establishment shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license and approval to operate from the CCC (the “Commencement of Operations”).
3. The Annual Community Impact Fee shall continue for a period of five (5) years from the date the Commencement of Operations, and shall be extended for successive five (5) year terms thereafter, for as long as the Establishment remains in operation. At least sixty (60) days before the conclusion of each of the respective five (5) year terms, the parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement; provided,

however, that if the parties are unable to reach an agreement on a successor Community Impact Fee, the Annual Community Impact Fee specified in Paragraph 2.A.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor Community Impact Fee.

4. The Town may use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services, public health education and substance abuse counseling services, and any necessary and related legal and enforcement costs, as well as unforeseen impacts upon the Town. The Company acknowledges and agrees that the Town is under no obligation to use the Community Impact Fees in any particular manner.
5. Pursuant to M.G.L. c. 94G, §3(d), a “community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment...” (“Town Costs”). Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and have agreed to utilize an amount based on a fixed percentage of gross sales as specified in Paragraph 2(A)(1) above in lieu of attempting to determine actual Town Costs incurred. The Company acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs and waives any claims to the contrary.
6. Annual Community Impact Fees are expressly included as “other municipal charges” pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company’s name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or water bills.

B. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to local charities/non-profit organizations operating within the Town and offering benefit to Town residents and micro-enterprises, or to support the improvement priorities of the Town and its village associations, in an amount no less than \$15,000, said charities/non-profit organizations to be determined by the Company. The Company has expressed particular interest in supporting improvement within the Town’s Millers Falls village center. The Annual Charitable Non/Profit Contribution shall be made annually beginning on the first anniversary following the Commencement of Operations at the Establishment, and shall continue for the term of this Agreement.

C. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Establishment of Consulting Fees and Costs: The Company shall reimburse the Town for any and all consulting costs and fees related to any land use applications concerning the Establishment, negotiation of this and any other related agreements, and any review concerning the Establishment, including planning, engineering, legal and/or environmental professional consultants and any related disbursements at standard rates charged by the above-referenced consultants in relation to the Establishment.

Any Town legal costs associated with the Establishment, including the cost to negotiate this Agreement, shall be paid from a five thousand dollar (\$5,000) payment made by the Company to the Town upon signing of this agreement. Any unexpended funds shall be returned by the Town at the end of the agreement; legal fees exceeding five thousand dollars (\$5,000) shall be reimbursed by the Company to the Town.

3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Establishment and/or reviewing the Establishment and for any and all consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with thirty (30) days of the date they are due, the Company shall be required to pay the Town a late payment penalty of five percent (5%) on the outstanding funds subject to an interest rate of one and half percent (1.5%), compounding monthly, on the total amount of the outstanding payment and penalty.

D. Annual Reporting for Host Community Impact Fees

The Company shall submit an annual written report to the Town's Selectboard within thirty (30) days after the payment of its fourth (4th) quarterly installment of the Annual Community Impact Fees with a certification of: (1) its annual sales; and (2) its compliance with all other requirements of this Agreement. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a

meeting of Selectboard to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Establishment.

Upon request of the Town, the Company shall have to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company; provided, however, provided that such expense shall be offset against the Annual Community Impact Fee. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Community Impact Fee are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. No Off-Set Payments

If the Town receives additional payments from the Company, or from the Department of Revenue or any other source, the funds for which have been collected by assessment against the Company, including, but not limited to taxes, imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the Town for said payments, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments.

4. Community Support

- A. Vehicles – The Company agrees to register and garage all company owned or leased vehicles used in connection with the Establishment's deliveries within a 10 mile delivery radius of 253 Farmacy, located at 253 Millers Falls Road in Turners Falls, and any other participating adult-use dispensaries of the town of Montague, and to pay motor vehicle excise taxes on such vehicles to the Town.. This radius would include Montague, and the towns of Bernardston, Deerfield, Greenfield, Erving, Gill, Leverett, Northfield, Wendell, Sunderland/South Deerfield, and any portions of the towns that fall within that radius.

- B. Volunteer Activity - The Company agrees to provide no less than one hundred fifty (150) volunteer hours annually, to be provided by the Company's management and employees, to support community development and/or community improvement projects within the Town of Montague, including but not limited to: participation on or support for Town committees, arts and educational programs, educational programs, senior assistance, and/or community or veteran's assistance.
- C. Local Vendors – To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use its best efforts in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive. The Company's annual report to the Selectboard shall include information concerning the use of local vendors.
- D. Employment – Except for senior management, or current employees, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use its best efforts in a legal and non-discriminatory manner to hire Town residents. The Company's annual report to the Selectboard shall include information concerning the number of Montague residents employed at the Establishment.
- E. Procurement Practice – Best efforts shall include actively soliciting bids from Town vendors through local advertisements and direct contact, advertising any job expansion or hiring of new permanent full time employees first to Town residents before advertising through all typical regional employment advertising outlets. The Company also agrees to make reasonable efforts to utilize women-owned, veteran-owned and minority-owned vendors within the Town and local area.
- F. Approval of Manager – If requested by the Town, the Company shall provide to the Town, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.030, or such other state regulations, as the case may be, of the person(s) proposed to act as on-site manager(s) of the Establishment. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Town shall consider such request for approval within thirty days following submittal to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

5. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal

property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

6. Security

- A. To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras and reviewing and approving all security plans prior to implementation and Commencement of Operations at the Establishment. The Town Police Department shall also have the right to review the location and capabilities of any security cameras and other security measures installed on the Company's locally operating delivery vehicles.
- B. The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment or delivery locations within the Town.
- C. To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment. Such plan shall include, but is not limited to, (i) training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Company employees that may indicate the potential for diversion; and (ii) utilizing appropriate tracking software to closely track all inventory at the Establishment.
- D. The Company shall promptly report the discovery of the following to the Town's Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during

transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, consumers or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours; and any other breach of security.

7. Community Impact Hearing Concerns and Community Forums

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

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

8. Limitation on Use

The Corporation agrees that, even if authorized under CCC regulations, it shall not engage in on-site social consumption at the Establishment absent prior written approval from the Selectboard.

The Company further agrees and acknowledges that it shall only engage in the management of delivery operations and personnel, and related systems at the Establishment unless it receives prior written consent from the Selectboard to engage in any other operations. The Company agrees and acknowledges that the Selectboard may place reasonable limitations on the Company's delivery operations which shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

9. Annual Inspections

The Company agrees that it will voluntarily submit to a minimum of one (1) annual inspection by the Police, Fire, Health and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. This provision shall not preclude the Town or any of its departments from conducting inspections at other times during the year to address enforcement matters.

10. Hours of Operation

The Company agrees that in no event shall the Establishment conduct deliveries outside the hours of [REDACTED] A.M. through [REDACTED] P.M. Monday through Sundays. Deliveries within the Town may not occur more than 30 minutes before or after the public operating hours of any Montague cannabis retail establishment.

11. Improvements to the Establishment Site

The Company agrees that capital improvements to the site at which the Establishment is located, if any, shall be such that the site will match the look and feel for the Establishment proposed by the Company in its presentations and applications to the Town, and be of construction standards at least at the quality of other nearby businesses. The Company agrees to comply with all laws, rules, regulations and orders applicable to the Establishment, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

12. Additional Obligations

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of Establishment in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate Establishment in the Town.

This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or its Establishment for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

13. Re-Opener/Review

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement

entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a Cultivation Marijuana Establishment with another municipality in the Commonwealth that contains terms that are superior to what the Company agrees to provide the Town pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the Town equivalent or superior to those provided to the other municipality.

14. Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Establishment where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Establishment, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

15. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Establishment in Town with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final license from the CCC and all necessary local permits from the Town and commenced operations at the Establishment within eighteen (18) months from the date this Agreement takes effect, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Establishment within the Town. The Selectboard, in its discretion, may agree to an extension of the eighteen (18) month expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

16. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to

another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other material change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

17. Notices

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

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

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

To Company: Joseph Price
The Greenhouse Cannabis Group
41 East Main Street
Millers Falls, MA 01341

18. Severability

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all fees and costs incurred by the Town in enforcing this Agreement.

19. Governing Law

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

20. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. 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.

21. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by authorized representatives of both parties to the original Agreement, prior to the effective date of the amendment.

22. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

23. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

24. Signatures

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

25. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

26. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Establishment in Town or relocates the Establishment out of Town; provided, however, that in the case of any relocation out of the Town, the Company agrees that an adjustment of Community Impact Fee and any other annual contributions or payments due to the Town hereunder shall be calculated based upon the period of occupation of the Establishment within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

27. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Establishment (the "Indemnified Acts"). Such indemnification shall include, but shall not be limited to, all fees and costs of attorneys and other consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand. Notwithstanding the above, the Company shall have no responsibility for the Indemnified Acts when such action is brought against the Town challenging the granting of the rights under this Agreement by a party also seeking the right to open a similar establishment to the one contemplated under this Agreement.

28. Third-Parties

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 Town or the Company.

29. Representation of Authority

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

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

TOWN OF MONTAGUE,

GREENHOUSE MOBILITY CANNABIS
GROUP, INC.,

By and through its Selectboard,

By:

Title:
