

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

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: <https://zoom.us/j/95825235215>

Meeting ID: 958 2523 5215 Password: 361365

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

Monday, March 29, 2021

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 and Board of Health Meeting: March 22, 2021
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 Pole Location Hearing:
 - Eversource is requesting one new pole near the north east corner of Avenue A and Second Street, to support the overhead wire junction. The wires are to be upgraded for a voltage conversion project. The new pole will be located underneath the existing wires where they intersect.
6. 6:45 COVID-19 Updates and Action Items
 - Update on Montague COVID case counts
 - Update on Vaccine Eligibility & County Clinics
 - Review of Updated State Guidance or Orders
7. 7:00 Robert Potter, Gill Montague Council on Aging Director
 - COA Updates and Requests for Approval of Limited Re-Opening Plan
8. 7:15 Montague Council on Aging Roof Replacement Project
 - Award bid to LaRochelle Construction Inc., total bid price \$23,590
9. 7:25 Suzanne LoManto, Assistant Town Planner
 - Mass Cultural Council Grant to the Turners Falls Cultural District in the amount of \$7500. Funds to be administered through RiverCulture for downtown entertainment, signage incentive program and website overhaul.
 - Request Selectboards authority to permit Millers Falls Village Improvement Association to develop a +/- 500 ft. public recreational trail extension off Newton Street (Map 31 Lot 03) owned by Inhabitants of Montague. MFCIA to liaison with the Department of Planning and Conservation to ensure proper permits, insurance and procurement practices are followed. MFCIA to maintain trail.

**JOINT SELECTBOARD and BOARD OF HEALTH
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Monday, March 29, 2021
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10. 7:35 Montague Tree Committee
- Review and consider draft Public Tree Protection Bylaw
 - Request to place two articles on Annual Town Meeting Warrant:
 - Adopt Public Tree Protection Bylaw
 - Establishment of a revolving fund for the Montague Tree Fund
11. 7:45 Walter Ramsey, Town Planner
- Authorize Town Hall Green Infrastructure Project through a grant with National Fish and Wildlife Foundation in the amount of \$10,642 to be leveraged by a local in-kin match of \$5,899
12. 7:55 Personnel Board
- Christopher Rice, Retirement from the position of Building Commissioner for the Town of Montague effective May 27, 2021
13. 8:05 Hydro Flower, LLC
- Consider entering into a cannabis establishment Host Community Agreement with Hydro Flower, LLC
 - Authorize the Selectboard Chair to sign the Cannabis Control Commission Host Community Agreement Certification Form
14. 8:15 Jeff Singleton, FRTA Representative
- FRTA Update
15. 8:25 Town Administrator's Report
- Review Proposed Cares Act Requests
 - General Pierce Bridge Update
 - Topics not anticipated in 48 hour posting

Upcoming Meetings:

Selectboard Meeting, **MONDAY, April 5, 2021, 6:30 PM** via Zoom



300 Cadwell Dr
Springfield MA 01104
413-297-5880

March 15, 2021

Town of Montague
Select Board
One Avenue A
2nd Floor
Turners Falls, MA 01376

Dear Select Board,

Under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof, a public hearing IS NECESSARY on the attached petitions. Please schedule a public hearing at your earliest convenience.

A signed copy of each document should be returned to EVERSOURCE and VERIZON respectively, with your approval, disapproval or comment noted thereon, and the final copy may be retained for your files. Recording of the petitions is not necessary. When adopted, please forward the Orders to the Town Clerk for recording.

Town Clerk, please return signed and recorded orders to:

Zachery Berry
District Representative
EVERSOURCE
300 Cadwell Dr
Springfield, MA 01104

Ms. Kristine Anischik
Verizon New England, Inc.
365 State Street
Springfield, MA 01105

NOTE: On questions pertaining to this order, please call Joe McCarthy at (781) 820-9045.

Sincerely,

Zachery Berry
District Representative

Enclosures
4554571



PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Select Board of Montague, Massachusetts:

NSTAR ELECTRIC COMPANY DBA EVERSOURCE AND VERIZON NEW ENGLAND, INC.

requests permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

Location – Avenue A and Second Street, Montague (Turners Falls). Eversource to install one (1) jointly owned pole (3/36) that is 35' south east of the centerline of Avenue A and 20' south west of the center line of Second Street.

Reason – Eversource is requesting one new pole near the north east corner of Avenue A and Second Street, to support the overhead wire junction. The wires are to be upgraded for a voltage conversion project. The new pole will be located underneath the existing wires where they intersect.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the field plan herewith and made a part hereof marked – **4554571**.

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE

By _____ Joseph McCarthy _____
Designer

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette _____
Manager Right-of-Way

Dated this 18th Day of February 2021

EVERSOURCE COPY



ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Select Board of Montague, Massachusetts:

Notice having been given and a public hearing held, as provided by law, IT IS HEREBY ORDERED THAT:

NSTAR ELECTRIC COMPANY DBA EVERSOURCE AND VERIZON NEW ENGLAND, INC. be and they are hereby granted joint or identical locations for and permission to construct and maintain a line of poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said Companies dated the 18th day of February, 2021.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked **4554571** filed with and made a part of said petition. There may be attached to said poles by said EVERSOURCE not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 12 feet from the ground elsewhere.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Location – Avenue A and Second Street, Montague (Turners Falls). Eversource to install one (1) jointly owned pole (3/36) that is 35' south east of the centerline of Avenue A and 20' south west of the center line of Second Street.

Reason – Eversource is requesting one new pole near the north east corner of Avenue A and Second Street, to support the overhead wire junction. The wires are to be upgraded for a voltage conversion project. The new pole will be located underneath the existing wires where they intersect.

Also, that permission be and thereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of Montague, Massachusetts held on the 29 day of March, 2021.

Town Clerk

We hereby certify that on March 21 2021, at 6:35 o'clock PM, at Via Zoom a public hearing was held on the petition of the EVERSOURCE and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Select Board of Montague, MA

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Select Board of the Town of Montague, Massachusetts, on the _____ day of _____ 2021 and recorded with the records of location orders of said town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

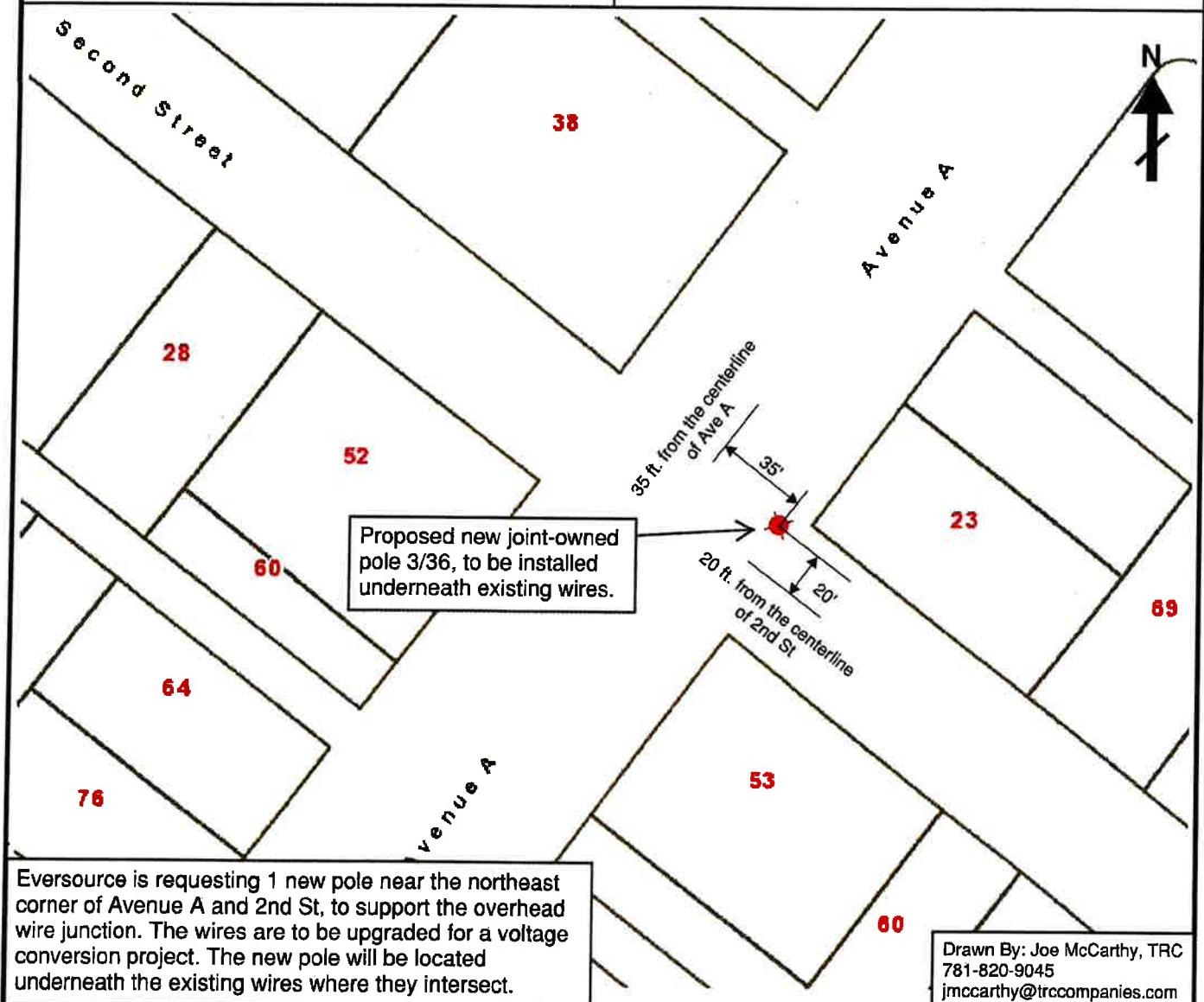
EVERSOURCE COPY

TOWN

MONTAGUE, MA (TURNERS FALLS)

STREET

AVENUE A & 2ND STREET



LEGEND



PROPOSED JOINT POLE



PROPOSED SOLE-OWNED ELECTRIC POLE



EXISTING JOINT POLE



EXISTING SOLE-OWNED ELECTRIC POLE



PROPOSED ANCHOR



EXISTING ANCHOR



PROPERTY LINE

DRAWN BY



W.O.#

4554571

DISTANCES ARE APPROXIMATE

NOT TO SCALE

PETITION NO.

Council on Aging Senior Center Reopening plan

March 23, 2021

Ongoing Services will continue

- Monthly Brown Bag food distribution in partnership with Western Mass Food Bank (outdoors)
- Monthly Parking Lot Pantry in partnership with Western Mass Food Bank (outdoors)
- Tax preparation service provided by AARP volunteers (remote contact with clients)
- Periodic "meat box" distribution in partnership with Lifepath (outdoors)
- Volunteer grocery shoppers
- Monthly foot clinic (one client at a time, masks, social distance) with contracted registered nurse
- Information and referral will remain by telephone and e-mail
- Office hours (telephone and e-mail) 10 AM through 2:00 PM, Monday through Thursday
- Vaccination scheduling and vaccination waiting list services by telephone
- Assistance with residential heating through Community Action LIHAP program (fuel assistance) and Montague Wood Bank

Classes Resuming

- Chair Yoga classes will begin on April 1, one class per week, seven participants per group, masks and social distance required
- Chair Exercise (low impact, mostly seated aerobics) will resume on April 6, two sessions per week, seven participants per group, masks and social distance required

Social Groups Resuming

- Knitting and craft group will resume indoors on April 5, by reservation, masks and social distance required
- Card group will resume indoors on April 22, 6 participants, masks required if any members are not two weeks past second vaccination
- Outdoor knitting group will resume on April 20 at 11:00 AM in the picnic area adjacent to the Montague Town Hall weather permitting, reservations not required

Drop in Hours for computer & copier use, book exchange, and durable medical equipment loan will remain by appointment, masks and social distance required.

The execution of these plans is dependent upon Gill and Montague remaining in the low risk zone for community COVID transmission and is subject to change. Masks and social distancing will remain required and the Senior Center's air handling system will be in use. Temperatures will be taken upon entrance and participants will sign in with contact information in the event that contact tracing becomes necessary. No food or beverages will be served.



Franklin Regional Council of Governments

MONTAGUE COUNCIL ON AGING ROOF REPLACEMENT
MARCH 18, 2021 AT 2PM PRICE QUOTE TABULATION REVISED

Bids received		
NAME OF COMPANY	Base Price bid Alt 1 Alt 2 Alt 3	Additional Pricing 1) ½" CDX or Advantech 2) Replace soffit or fascia with ¾" pine 3) Back priming, priming and painting soffit or fascia with exterior oil primer and paint
*See note LAROCHELLE CONSTRUCTION, INC 23 College St. Suite 8, So Hadley MA 413-781-5651 dan@larochelleconstruction.com	\$20,400 BASE \$920 ALT 1 \$1,620 ALT 2 \$650 ALT 3	1) \$4.50/ft2 2) \$14.00/lf 3) \$8.00/lf
JJS UNIVERSAL CONSTRUCTION CO 63 Airport Rd, Dudley, MA 01571 508-380-2359 JJSWOJCIECH@YAHOO.COM	\$48,000 BASE \$1,600 ALT 1 \$3,100 ALT 2 \$3,900 ALT 3	1) \$4.69/ft2 2) \$20.00/lf 3) \$10.00/lf
DOUG'S CARPENTRY AND ROOFING 205 S Warger Rd, Shelb Falls MA 01370 413-625-0152 DOUGS_CARPENTRY@YAHOO.COM	\$26,000 BASE \$1,200 ALT 1 \$4,100 ALT 2 \$5,100 ALT 3	1) \$4.00/ft2 2) \$3.50/lf 3) \$8.00/lf
DP CARNEY CONSTRUCTION INC. 34 Horseshoe Cir, Ware, MA 01082 413-543-3150 DPCARNEYROOFING@GMAIL.COM	\$31,026 BASE \$1,012 ALT 1 \$3,607 ALT 2 \$4,207 ALT 3	1) \$5.25/ft2 2) \$15.00/lf 3) \$5.00/lf

ONE WAY PAINTING AND ROOFING. 44 Springvale Ave, Lynn, MA 01904 781-596-2461 <u>ONEWAYGERRY@AOL.COM</u>	\$21,700 BASE \$0 ALT 1 \$0 ALT 2 \$0 ALT 3	Used incorrect bid form for Additional pricing items (lf to ft2) which is waivable 1) \$5.00/ft2 2)\$15.00/ft2 3)\$15.00/ft2
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THIS IS A TRUE ATTEST OF THE QUOTES RECEIVED *Andrea Woods, Chief Procurement Officer*

***NOTE**

The Quote from LaRochelle was misdirected to the wrong email address due to an error by the FRCOG on behalf of the Town/Awarding Authority on the REQUEST FOR QUOTES. The Email was investigated and found to be legitimate and ON TIME and the Massachusetts Attorney General's Office Bid Unit advised the Town to award to LAROCHELLE AS LOW BIDDER due to the error.

FRCOG regrets this error.

WendyB-Montague Board of Selectmen

From: Montague Assistant Planner
Sent: Monday, March 22, 2021 9:40 AM
To: WendyB-Montague Board of Selectmen; Walter Ramsey - Montague Planner
Subject: Agenda Items 3/29
Attachments: Miller Falls Trail Extension.jpg

Hi Wendy,

I need about 8 minutes on the 3/29 agenda for two items.

"Mass Cultural Council grant to the Turners Falls Cultural District in the amount of \$7500.

Funds to be administered through RiverCulture for downtown entertainment, Signage Incentive Program and website overhaul."

"Request Select Board authority to permit Millers Falls Village Improvement Association to develop a +/- 500 ft public recreational trail extension off Newton Street (Map 31 Lot 03), owned by Inhabitants of Montague. MFCIA to liaison with the Department of Planning and Conservation to ensure proper permits, insurance and procurement practices are followed. MFCIA to maintain trail."

Thank you, Suzanne

Yellow line- Proposed Trail Extension



WendyB-Montague Board of Selectmen

From: Walter Ramsey - Montague Planner
Sent: Tuesday, March 23, 2021 4:52 PM
To: WendyB-Montague Board of Selectmen; StevenE - Montague Town Administrator
Cc: Rafael Vega
Subject: SB 3/29 Agenda items- TREE BYLAW
Attachments: 3_19_21 Tree Bylaws_MTAC_edit.docx

Hi Wendy,

On behalf of the Tree Committee, can you please place the following items on the 3/29 agenda:

- Review and consider draft Public Tree Protection Bylaw
- Request to place two articles on Annual Town Meeting Warrant: 1) Adopt Public Tree Protection Bylaw and 2) establishment of a revolving fund for the Montague Tree Fund.

Proposed bylaw is attached. A representative or two from the Tree Committee (but not a quorum) will attend the meeting. I will be available as well.

Proposed Revolving fund language:

ARTICLE #: Montague Tree Fund. To see if the Town will vote to establish the revolving fund set forth below for the fiscal year beginning on July 1, 2021 and to amend Article II, section 7(a) of the Town of Montague General Bylaws by inserting a new Revolving Fund, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½ as most recently amended by Section 86 of Chapter 218 of the Acts of 2016, establishing various revolving funds of the Town, specifying the departmental receipts to be credited to each fund, the departmental purposes or programs for which each fund may be expended, and the entity authorized to expend each fund, such bylaw to provide as follows or pass any vote or votes in relation thereto.

Section 7: Revolving Funds

(a) There are hereby established in the Town of Montague pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, the following revolving funds:

For Tree Warden receipts under Sections 7 and 9 of the Public Tree Protection Bylaw and expenditure of funds by the Tree Warden for the purpose of tree planting and maintenance consistent with said bylaw.
 (Montague Tree Advisory Committee Request)

Walter Ramsey, AICP | Montague Town Planner | (413) 863-3200 x 112 | planner@montague-ma.gov

Montague Public Tree Protection Bylaw

1. Preamble:

The Town of Montague recognizes that trees are an asset to the community and provide a healthier and more beautiful environment in which to live. Trees improve air quality and provide shade, wildlife habitat, and beauty. Trees give protection from wind, glare and noise, and act as barriers and water quality protection. Public trees and landscaping are economically beneficial in attracting new residents, shoppers, visitors and industry. When properly chosen varieties are planted in appropriate settings, trees enhance property values, promote the economic viability of commercial districts, and enhance the desirability and sustainability of residential neighborhoods.

2. Intent and Purpose:

This by-law is enacted for the purpose of preserving and protecting public shade trees pursuant to Massachusetts General Law Chapter 87. It is also enacted to encourage the planting of more public shade trees than are removed to compensate for tree losses and the time it takes for trees to mature.

3. Definitions:

Critical Root Zone (CRZ): Defined by measuring outwards from the trunk a minimum of 1.25 feet for every inch diameter of tree trunk four feet above the ground. For any tree, a minimum of six feet must be protected around trees regardless of the trunk diameter.

Public Tree: Any tree within public right-of-way, in a municipal park, or adjacent to public buildings.

Right-of-Way: All land within the boundaries of the public right-of-way as set forth by an order of the town laying out a public way. The public right-of-way may include not only the traveled surface of the public way but lands adjacent thereto, including sidewalks and the tree belt.

Drip Line: Drip line of a tree is the area defined by the outermost circumference of a tree's canopy, where water drips from and onto the ground.

4. Tree Warden:

The Tree Warden is an elected position pursuant to Massachusetts General Law, Chapter 41, Section 106. The duties and responsibilities of the Tree Warden shall conform to the Massachusetts General Law Chapter 87 and shall include, but not be limited to the following:

- Care, control, and management of all trees within public rights-of-way, adjacent to public buildings on public land, and on public commons; and the care, control, and management of trees within parks if so requested by the Director of Parks and Recreation;
- Expenditure of funds for public tree planting and maintenance consistent with this bylaw and Massachusetts General Law Chapter 87;
- Enforcement of the provisions of this bylaw and Massachusetts General Law Chapter 87;
- Preparation and maintenance of a current Public Tree Management Plan;
- Coordination with the Highway Department, Planning Department, Parks and Recreation, Planning Board, and the Montague Tree Advisory Committee on matters related to urban forestry and public tree management, and;
- Develop regulations for the care and preservation of public trees and establish fines and forfeitures for violation thereof.
- Other responsibilities consistent with this bylaw and Massachusetts General Laws.

5. Cutting of Public Trees:

Consistent with Massachusetts General Law Chapter 87, no person except the Tree Warden, may cut, trim, prune, damage, or remove any part of a public tree, including the roots within the drip line of the tree, without written permission as described in Section 7.

The Tree Warden may not remove, permit the removal of, or cause to be destroyed any tree greater than 1.5 inches in caliper without a duly advertised public hearing as specified in Massachusetts General Law Chapter 87, or if objection is given at or prior to the hearing in writing, without the additional approval of the Selectboard, unless that tree is determined to be an imminent hazard tree, as described in Section 8.

Utilities may, or at the request of the Tree Warden must, file an annual vegetation management plan and/or a hazard tree removal plan.

In all cases, pruning and removal of public trees shall be done in accordance with the current ANSI pruning standards.

6. Planting of Public Trees:

No person except the Tree Warden may plant a tree on public property without written permission as described in Section 7.

No trees, except those smaller species appropriate for planting under utilities, shall be planted within 10 lateral feet of an overhead electric utility wire.

Consistent with Massachusetts General Law Chapter 87, the Tree Warden may plant trees within 20 feet of the public right-of-way with the written consent of the adjoining land owner. The Property owner will own the tree immediately after planting and is responsible for the maintenance for the lifetime of the tree. The Tree Warden may require a one-time cost share for the expense of the tree.

7. Permission for Planting, Cutting, Pruning or Removal of Non-Hazardous Public Trees:

No person other than the Tree Warden shall plant, prune, trim, cut above the ground, remove, or conduct any excavation within the drip line of, a public tree without first filing an application and procuring written permission from the Tree Warden. The Tree Warden may grant permission, may deny permission or may issue permission with conditions.

Permission must be granted by the Tree Warden not less than three business days in advance of the time the work is to commence with the exception that, if the work consists of cutting down or removal of a public tree, the application shall be made no less than thirty days in advance. At the time that the application is submitted, applicants shall pay a non-refundable fee of five dollars per tree to the Montague Tree Fund. In cases of emergency, an applicant may seek and receive oral permission from the Tree Warden to trim or excavate within the drip line of a public shade tree without first requesting permission in writing. An emergency is defined as an unforeseen occurrence, which requires immediate action to avoid or reduce significant injury or damage to persons or property. Within three business days after oral permission is granted, the applicant must submit a written request to the Tree Warden who shall grant pre-approval due to emergency.

Removal:

An applicant who wishes to remove a non-hazardous public shade tree is responsible for the following expenses:

- Cost of advertising a hearing as specified in Massachusetts General Law Chapter 87;
- Cost of removal of tree and stump, including hauling away of all debris, and proper filling of stump hole;
- Planting of sufficient replacement trees as described below;
- Cost of police traffic details, repair of street surface and road shoulder, protection and restoration of utility structures; and
- All other costs related to the removal and replanting.

Public trees shall not be removed for a private purpose without suitable compensation to the Town for replacements. The value of existing shade trees is to be calculated on an inch-by-inch replacement basis. Replacements shall be at least two-inch trunk diameter, nursery grown stock. The Tree Warden may, at their discretion, require larger replacements. For example, if an 18-inch diameter tree, measured four feet above grade is to be removed, the applicant must sufficiently reimburse the Town to provide for the purchase and planting of nine, two-inch diameter replacements. At the discretion of the Tree Warden, the applicant shall either:

- A. Arrange to plant suitable replacements using his/her own contractor, working to the Town's specifications, or
- B. Make a cash contribution to the Montague Tree Fund to be used exclusively for the purchase and planting of replacements, and related expenses.

If the applicant proposes to trim or prune a public tree, and if, in the opinion of the Tree Warden, the proposed work will drastically affect the health, beauty, structural stability, or safety of the tree, the Tree Warden may consider the proposed work to have the same effect as the removal of the tree. In these cases, the Tree Warden may either order the removal of the tree, or allow the tree to remain, provided that it does not present an imminent hazard. In either case, appropriate replacement plantings must be provided by the applicant.

Nothing contained in this bylaw shall prohibit the Tree Warden from refusing to permit the cutting, trimming or removal of non-hazardous trees.

All trees or tree parts (i.e. wood) removed from the town trees are owned by the Town of Montague, with the exception of fallen leaves.

8. Removal of Hazard Trees:

The Tree Warden may remove, without a public hearing, a tree that is determined by the Tree Warden, to be an imminent hazard to persons or property.

The hazard determination shall be made based on an objective risk tree rating system such as the USDA Forest Service 12-point Risk Tree Rating system or the International Society of Arboriculture Hazard Tree Evaluation system. Hazard trees shall be prioritized for pruning, removal, or otherwise minimizing the risk based on hazard trees objectively presenting the most risk.

9. Fines:

Any person who removes, or causes to be destroyed, a non-hazardous public tree without a duly advertised hearing, permission from the Tree Warden, and the approval of the Selectboard if an objection is made to the removal, shall pay a fine of up to \$500 or the appraised value of the tree, whichever is greater, to the Montague Tree Fund.

Any person who cuts, trims, prunes, damages or removes any part of a public tree, including the roots within the drip line of the tree, without written permission, or who fails to comply with the conditions of their permission, shall pay a fine of up to \$100 per tree to the Montague Tree Fund.

This provision is inclusive, but not limited to the following prohibited acts:

- Mutilating (e.g. driving in nails or screws), girdling, carving into, or topping a tree;
- Damage to the root system by trenching, digging, or other excavation;
- Tapping a publicly owned sugar maple;
- Removing any tree guard, tree stake, watering bag, or other device or material intended for the protection or to support the health of a public tree;
- Covering or obstructing any open land at the base of a public tree designed to permit access of air, water and fertilizer to the root system;
- Applying or sweeping road salt onto the CRZ of a public tree;
- Securing, fastening or running any rope, wire, holiday lighting, unprotected electrical installation, or other device or material to, around or through a public tree, or attaching any sign, poster, notice or other object to any public tree, except that the Tree Warden may authorize tying temporary signs to such trees as necessary;
- Causing or encouraging any fire or burning within the drip line of any public tree. This includes the grilling of food below a public tree, within the drip line, unless the grill is provided in a public park and is permanently installed under the tree;
- Paving over the tree belt and/or over the CRZ on public land;
- Parking a vehicle on the CRZ of a public tree;
- The application of chemicals including, but not limited to, pesticides and herbicides on public land.

10. Public Hazard and Abatement:

Upon a determination by the Tree Warden that a private tree constitutes a public hazard, they shall give written notice to the owner of the property upon which said hazard exists to remove, or otherwise mitigate the hazard posed by such tree as to cause the hazard to the public to be abated. Failure to comply with such written notice within fifteen days thereafter is a violation of this section, and the Tree Warden or coworkers may then remove or trim such tree and assess the cost thereof against the property.

11. Severability:

Should any part or provision of this bylaw be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the bylaw as a whole or any part thereof other than the part held to be invalid.

Appendix A. Suitable Trees for the Town of Montague (May 2019)

Note: A more extensive discussion of tree tolerances and preferences can be obtained from the MTC in an expanded treatment of this list. **NOTE:** specific cultivar ("variety") names are listed intentionally. Many species are not suitable for various reasons but the specific cultivars may have special traits that make them much more desirable (e.g. no seed production, narrow outline, shorter stature, etc.). Measurements are mature HEIGHT X WIDTH. Ultimate size is influenced by growing conditions and regional climate. All trees are cold hardy to at least Zone 5 (all of the town of Montague).

Shade trees and ornamental flowering trees

Acer campestre (Hedge Maple) ++ (A, B, C) – preferred cultivars are Metro Gold® (aka 'Panacek') and Streetwise™ (aka 'Stwizam') 30'x30'. Obtain trees trained to **one** leader.

Acer ginnala (Amur Maple) ++ (A, B, C) Obtain trees trained to **one** leader. 20' x 25'

Acer miyabei (Miyabei Maple) * (E) – **preferred cultivar is** State Street™ (aka 'Morton') 35' x 35'.

*Acer rubrum** (D, E) (Red or Swamp Maple) Male cultivars are preferred to avoid seed.

Acer tataricum (Tatarian Maple) ++ (A, B, C) – best cultivar is Rugged Charm®, aka 'JFS-KW2', and HotWings® (aka 'GarAnn') 20' x 20'.

*Catalpa speciosa** (Northern Catalpa) (E). 45'x 35'

Celtis occidentalis (Common Hackberry) * (A – **if lines are not droopy**, B, C) – Better cultivars include 'Chicagoland' and Prairie Sentinel™ (extremely narrow)

Cercis canadensis (Eastern Redbud) + (A – **see conditions**) – 20'x20'

Cornus mas (Cornelian Cherry Dogwood) ++ (A, B, C) 20 to 25 feet Buy only those trained into a tree form.

Cotinus x 'Grace'+* (Grace Cotinus) (A, B, C) 20'x15'

Use only specimens trained to a single stem.

Crataegus viridis 'Winter King' (Winter King Hawthorn) ++ (A, B, C)– 30' x 30'

Eucommia ulmoides (E) (Hardy Rubber Tree) – 45' x 45' after 30 years. Use any but Emerald Pointe™ is an upright column only 5 feet wide

*Ginkgo biloba** (E) (Ginkgo or Maidenhair tree) Huge but very slow. Use only male clones like 'Autumn Gold', 'Princeton Upright'

Gleditsia triacanthos var. *inermis** (C) (Thornless Honeylocust)
(preferably 'Skyline', 'Shademaster' or the narrower 'Draves' aka Street Keeper® Honeylocust). 40-50' x 40-50'

Heptacodium miconioides (Seven Son Flower) ++ (A, B, C) **Only use single trunk specimens** 15-20' at maturity with a 10' spread.

Liquidambar styraciflua 'Ward' (Cherokee™ Sweetgum) * (E) 60'x70' *Maackia amurensis* (Amur Maackia) ++ (A) 25'-30' '

Maclura pomifera 'White Shield' (White Shield Osage Orange) ++ (A, B, C) 30' x 30'.

Magnolia 'Galaxy' (Galaxy Magnolia) * (E) 30' x 20'.

Magnolia x soulangeana (Saucer Magnolia) + (E) generally 25'x 25'

Malus 'Adirondack' (Adirondack Crabapple) +* (A, B, C). 18'x14'.

Malus 'Sugar Tyme' (Sugar Tyme Crabapple) +* (A, B, C). 18'x16'

Malus 'Donald Wyman' (Donal Wyman Crabapple) +* (B, C). 15' to 20' x 20 to 25'

Platanus x acerifolia (Planetree) * (E). 80' x 80' is possible. Use only disease-resistant cultivars like 'Morton Circle' aka Exclamation!® or 'Bloodgood'.

Prunus sargentii +* (Sargent Cherry) (A, B) 30'x30' The cultivar 'Columaris' is a narrow (to 20') vase shaped tree useful when width is an issue.

Prunus serrulata 'Kwanzan' (Kwanzan cherry) +* (A, B) 25'x25'

Prunus virginiana 'Canada Red' (Canada Red Choke Cherry) * (A, B, C). Purple leaves. 25-35'x18'

Prunus x yedoensis (Yoshino Flowering Cherry) (A, B) 25' x 25'

Quercus Oaks produce acorns, which can litter streets and if planted near fast traffic roads hit moving cars at high speed. Oaks also extend cleanup season as many leaves are retained until spring.

Quercus bicolor * (Swamp White Oak) (E) About 50'x 50'

Quercus palustris * (Pin Oak) (C, E) – 60'x40'

Quercus rubra * (Red Oak) (E) 70'x60'

Sophora japonica, now *Styphnolobium japonicum* (Scholar Tree) * (E). '60'x 60' at maturity. Regent' is the best cultivar as it grows fast enough to be useful.

*Syringa reticulata**? (Japanese Tree Lilac) (A, B). 20'x20' 'Ivory Silk', 'Summer Snow', and 'Regent' will perform best but mixed results under city conditions .

Taxodium distichum (Bald Cypress) * (D, E) Preferred cultivars are 'Mickelson' aka Shawnee Brave® (50'x20') or 'Skyward' (20'x6')

Tilia americana 'Redmond' (Redmond Linden) * (E).

Tilia cordata x mongolica 'Harvest Gold' (Harvest Gold Linden) * (E)
40'x 30'.

Tilia cordata (Littleleaf Linden) * (E) Greenspire® or 'Norlin' are good culitvars but there are many good selections.
60'x35'

Ulmus davidiana var. japonica 'Discovery' (Discovery Elm)* (C, E). 40'x35'

Ulmus 'Frontier' (Frontier Elm) * (A, C, E). (35'x20')

Ulmus wilsoniana 'Prospector' (Prospector Elm) * (E) 40'x25'

Ulmus 'Morton Glossy' (Triumph™ Elm) * (E) 50'x40'

Zelkova serrata (Japanese Zelkova) * (A, B for 'Musashino', C, E for the rest)

Dwarf 'JFS-KW1' aka City Sprite® (24'x18'), Wireless® aka 'Schmidtlow' flat top that avoids power lines (24'x35') or use 'Musashino' tight upright column (45'x15') or 'Village Green' when space permits as it provides more shade (50'x50').

KEY:

Trees with no asterisk or plus sign are suitable for parks and open spaces and may not tolerate street conditions (drought, salt, compaction, limited root zone).

* Trees that can tolerate street conditions (size, width, shade vs. sun, etc. still need to be considered). The width of the tree belt or size of a tree pit will greatly influence success on some if not all of these.

+ Trees suitable for use under power lines.

Mapping codes below established by the Franklin Regional Council of Governments (FRCOG)

- A. Under utility lines
- B. In otherwise constrained canopy area (but not under utility line)
- C. In constrained root area
- D. In wetland or river area
- E. No constraints (park, front yard, wide tree belt (8 feet or greater))

Fruit trees

The planting of edible fruit or nut bearing trees on municipal tree belts is prohibited in Montague, except by the permission of the Tree Warden. Fruit and nut trees can cause damage to personal property (e.g. automobiles) and their low-lying limbs can provide obstruction to easy passage of pedestrians on sidewalks. They are generally considered shorter lived and more pest prone than urban shade trees.

Acknowledging the important resource (nutritious fresh food) and positive community associations and harvesting traditions that develop around fruit and nut trees, the use of edible fruit and nut bearing species at community gardens and certain parklands is acceptable, with the permission of the Tree Warden.

If fruit trees are to be planted the following should be used because they require less intensive pest control:

Apple varieties ('Baldwin', 'Raritan', 'Northern Spy', 'Fuji', 'Liberty', 'Honeycrisp', 'Red Delicious', and 'Gold Delicious')

Peach varieties ('Harcot')

Pear varieties ('Seckel')

WendyB-Montague Board of Selectmen

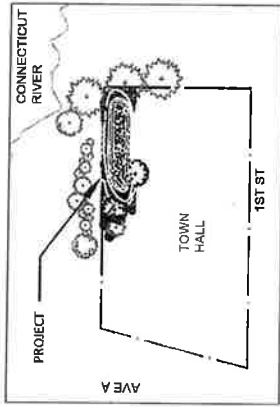
From: Walter Ramsey - Montague Planner
Sent: Thursday, March 25, 2021 12:26 PM
To: WendyB-Montague Board of Selectmen; StevenE - Montague Town Administrator
Subject: 3/19 SB- Additional item- Town Hall Green Infrastructure
Attachments: TownHallGIPlantingPlan2.pdf; pgUploadReader.pdf

Hi Wendy, Can you add this to Monday's agenda? Thank you. I mentioned it briefly to Steve and we will discuss in more detail on Monday.

- Authorize Town Hall Green Infrastructure Project through a grant with National Fish and Wildlife Foundation in the amount of \$10,642 to be leveraged by a local in-kind match of \$5,899

The Town Hall Green Infrastructure Project will develop a +/-5,000 square foot rain garden in the town hall parking lot that will filter stormwater from the parcel. The raingarden will be similar to the one installed at Unity Park. The area where the basin is proposed is already frequently inundated with stormwater. The project will treat storm water prior to entering the adjacent CT River and will serve as beatification along the Canalside Rail Trail and the rear of town hall. The DPW has approved the work and is willing to do the pavement removal and grading. The Planning Dept will handle the permitting and grant administration. Local landscape architect Peter Wackernagel will coordinate the installation of the plantings with the support of local youths from the Brick House summer program.

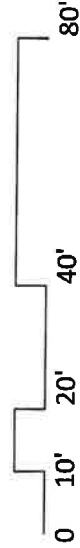
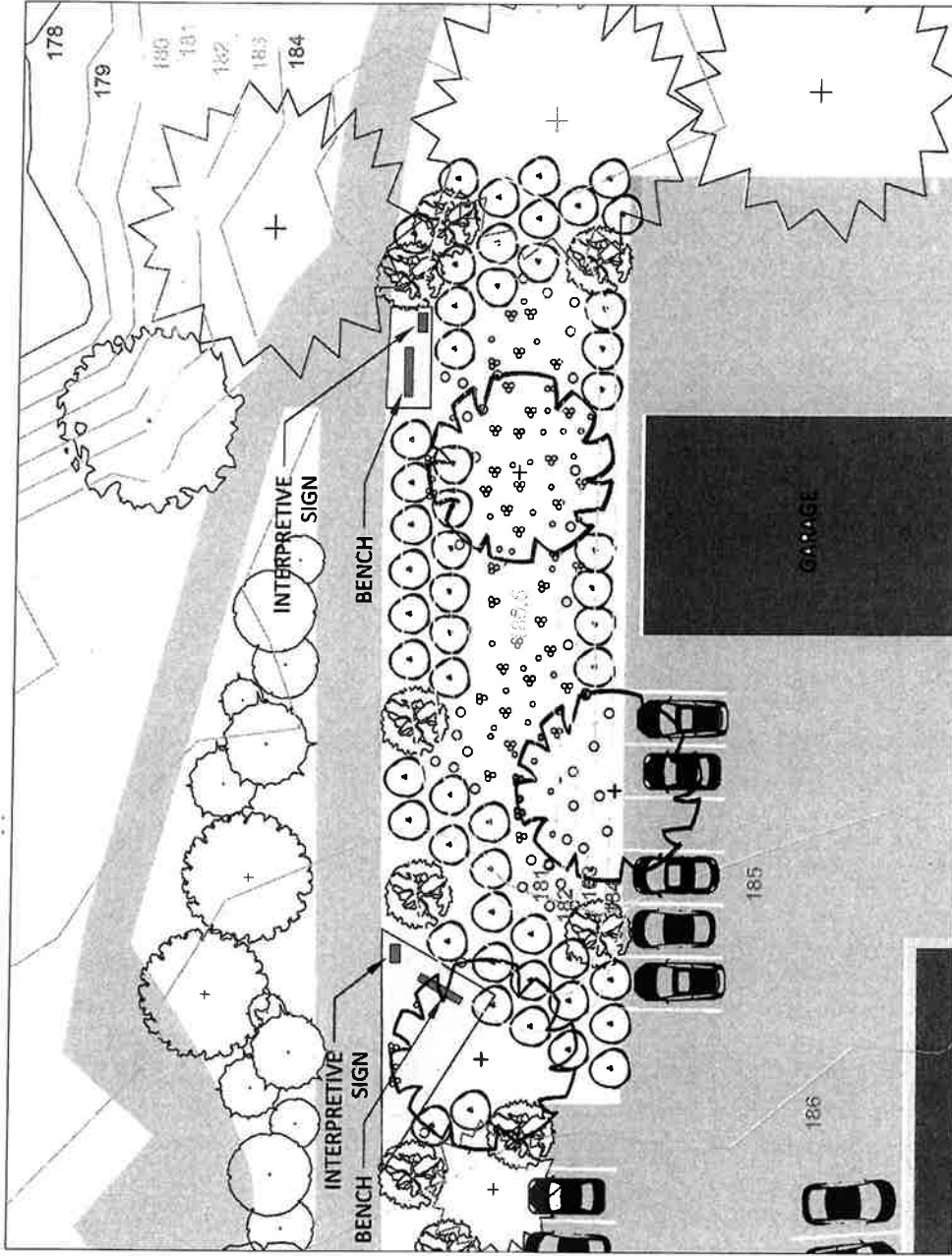
Walter Ramsey, AICP | Montague Town Planner | (413) 863-3200 x 112 | planner@montague-ma.gov



KEY

- BLACK TUPELO
(*NYSSA SYLVATICA*)
- WITCH HAZEL
(*HAMAMELIS VIRGINIANA*)
- INKBERRY
(*ILEX GLABRA*)
- BAYBERRY
(*MYRICA PENSYLVANICA*)
- WINTERBERRY
(*ILEX VERTICILLATA*)
- SUMMERSWEET
(*CLETHRA ALNIFOLIA*)

- JOE-PYE WEED (*EUTROCHIUM MACULATUM*)
- NODDING BUR-MARIGOLD (*BIDENS CERNUA*)
- NORTHERN BLUE FLAG (*IRIS VERSICOLOR*)
- BLUE SEDGE (*CAREX GLAUCA*)



**MONTAGUE
TOWN HALL
GREEN
INFRASTRUCTURE
PROJECT**


DATE
1.22.21

TITLE
PLANTING PLAN

SHEET NUMBER
1/3

SCALE
1" = 20'

DRAWN BY
**PETER
WACKERNAGEL**

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 69894	2. NFWF GRANT ID: 1401.20.069894
		3. UNIQUE ENTITY IDENTIFIER (DUNS #) 0496989620000	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A
5. SUBRECIPIENT TYPE State or Local Government		6. NFWF SUBRECIPIENT Town of Montague Planning Department	
7. NFWF SUBRECIPIENT CONTACT Peter Wackernagel Town of Montague Planning Department 1 Avenue A Turner Falls, MA 01376 Tel:413-863-3200 p.wackernagel@gmail.com		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION Nicole Thompson National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel:202-857-0166 Fax: 202-857-0162 Nicole.Thompson@nfwf.org	
9. PROJECT TITLE Green Infrastructure to Reduce Nitrogen Pollution at Montague Town Hall (MA)			
10. PROJECT DESCRIPTION Construct green infrastructure in a paved lot near the Connecticut River in Turners Falls, Massachusetts. Project will prevent 77,882 gallons of polluted stormwater and 27 pounds of nitrogen from entering the Connecticut River and then downstream to Long Island Sound annually.			
11. PERIOD OF PERFORMANCE January 14, 2021 to November 15, 2021	12. TOTAL AWARD TO SUBRECIPIENT \$10,642	13. TOTAL FED. FUNDS \$10,642	14. TOTAL NON-FED. FUNDS N/A
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$5,899	
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.			
18. TABLE OF CONTENTS			
SEC.	DESCRIPTION		
1	NFWF Agreement Administration		
2	NFWF Agreement Clauses		
3	Representations, Certifications, Obligations, and Other Statements – General		
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General		
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific		
6	Other Representations, Certifications, Statements and Clauses		

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL							
A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
U.S. Environmental Protection Agency	FC.R456	August 7, 2020	LI - 00A00694 - 0	\$3,600,000	\$10,642	September 30, 2025	66.437

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)		D. NAME AND TITLE OF NFWF AWARDING OFFICIAL Holly A. Bamford, PhD, Chief Conservation Officer	
B. SUBRECIPIENT BY	C. DATE	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY	F. DATE

NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE
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Reporting Task	Task Due Date
Final Financial Report	February 15, 2022
Final Programmatic Report	February 15, 2022



SECTION 1 NFWF AGREEMENT ADMINISTRATION

1.1. Amendments.

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

1.1.1. Budget Amendment Request.

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

1.1.2. Extension of Performance Period.

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

1.2. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

1.2.1. Documentation and Reporting of Matching Contributions.

Page 4 of 26

1401.20.069894 (Green Infrastructure to Reduce Nitrogen Pollution at Montague Town Hall (MA))

Template: 1/1/2021

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

1.2.2. Assessing Fair Market Value.

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter "OMB Uniform Guidance"), regardless of whether this Agreement is federally funded.

1.3. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF's grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

1.3.1. Reimbursements.

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

1.3.2. Advances.

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs.

1.3.3. Interest.

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

1.4. Reports.

1.4.1. Interim Programmatic Reports.

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written

statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.2. Interim Financial Reports.

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.3. Annual Financial Report.

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.4.4. Final Reports.

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.4.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

1.4.4.1. Photographs.

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of

Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

1.4.5. Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.4.5.1. Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

1.4.5.2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

1.5. Reports and Payment Requests.

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

1.6.2. Access to Records.

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of

the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient shall: (1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

2.5.1. Publicity.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

2.5.2. Acknowledgment of Support.

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

2.5.3. Logo Use.

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

2.5.4. Disclaimers.

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

2.9. Intellectual Property.

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications.

2.10. System for Award Management (SAM) Registration.

The NFWF Subrecipient must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

2.11. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

2.12. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

2.13. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

2.14. Choice of Law/Jurisdiction.

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

2.15. Stop Work.

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

2.16. Termination.

2.16.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.16.1.1. the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.16.1.2. the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.16.1.3. suspension or debarment by the Government of the NFWF Subrecipient; or,

2.16.1.4. any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

2.16.1.5. NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

2.16.1.7. if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.16.2. Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

2.16.3. In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.16.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.16.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

2.16.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.16.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

2.16.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

2.16.3.6. Return to NFWF any unobligated portion of the Award.

2.17. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.18. Severability.

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.19. Interpretation and Construction.

2.19.1. This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

2.19.2. The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

2.19.3. Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.19.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.19.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

3.1. Binding Obligation.

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

3.3. Compliance with Laws.

3.3.1. In General.

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

3.3.2. Compliance with Anti-Corruption Laws.

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated

list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

3.4. Subrecipient Debarment and Suspensions.

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

4.2. 2 CFR § 200 Subpart F Audits.

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

4.3. Real and Personal Property.

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

4.4. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts,

including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

I. Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".

b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient

shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4.11. Drug-Free Workplace.

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13. Domestic Preference for Procurements.

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of and agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of and agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

EPA General Administrative Terms and Conditions.

The NFWF Subrecipient must comply with the EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2019-or-later>.

Disadvantaged Business Enterprise (DBEs).

GENERAL COMPLIANCE, 40 CFR, Part 33

The NFWF Subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the NFWF Subrecipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that subrecipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This

- includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
 6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The NFWF Subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE REPORTING – SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E

When required, the NFWF Subrecipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants and Cooperative Agreements” report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at <https://www.epa.gov/grants/epa-grantee-forms>.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category) with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds \$250,000.

Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

Public Information – EPA.

In accordance with 40 CFR 30.36, EPA has the right to reproduce, publish, use and authorize others to use copyrighted works developed under this agreement for Federal purposes.

Report Acknowledgement – EPA.

The NFWF Subrecipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement LI-00A00694 to the National Fish and Wildlife Foundation. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

GIS Data.

Data produced under this project will adhere to the requirements of EPA's National Geospatial Data Policy (NGDP) (see http://www.epa.gov/esd/gqc/pdf/epa_natl_geo_data_policy.pdf). This Policy applies to all EPA organizations, grantees, agents working on behalf of EPA, and partner states of EPA who design, develop directly or indirectly, compile, operate, or maintain EPA information collections developed for environmental program support. Refer to this policy for details on requirements for quality assurance project plans (QAPPs), geospatial data accuracy and geospatial metadata. Specifically, the NFWF Subrecipient must provide documentation for all produced data, including source information for each digital data layer (i.e., scale and accuracy, map projection, coordinate system, etc.), and specific information about the data layer itself (i.e., method used, geographic extent of data layer, file format, date of creation, staff contact, description and definition of data fields and their contents, related files, if any, and description of data quality and quality assurance methods used). The EPA Metadata Editor (EME) was developed to simplify and standardize metadata development and is a recommended tool for streamlining production of the required metadata. The EME and related training materials can be downloaded from <http://www.epa.gov/geospatial/eme.html>. Specific technical guidance on geospatial deliverables and acceptable formats can be found at <http://www.epa.gov/region02/gis/r2gisdeliverables.html>.

Data produced under this project will be submitted to the EPA Project Officer no later than 30 days after completion of the project. Delivery can be in the form of physical media or as downloadable data.

Light Refreshments and/or Meals – EPA.

The NFWF Subrecipient will obtain prior approval for the use of EPA grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). Requests for approval will include: 1) an estimated budget and description for the light refreshments, meals, and/or beverages; 2) a description of the purpose, agenda, location, length and timing for the event; and, 3) an estimated number of participants in the event and a description of their roles. EPA policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the NFWF Subrecipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

QUALITY ASSURANCE STATEMENT – ENVIRONMENTAL ENGINEERING:

The NFWF Subrecipient shall incorporate good engineering principles/practices – a broad set of quality assurance, conservation and safety activities, as well as techniques and approaches that are commonly accepted throughout the engineering profession – into all engineering activities. Engineering work products produced under this Agreement shall bear the appropriate engineering stamp, seal, or other standardized approval.

QUALITY ASSURANCE STATEMENT – SECONDARY DATA USE:

The NFWF Subrecipient shall ensure that all secondary data is obtained from known and trusted sources and is accompanied by metadata that lists the reason(s) for the data collection, the methodology employed, and lists the Quality Assurance/Quality Control (QA/QC) standard(s) under which the data collection was completed. The Recipient shall assess such data's "fitness for use" according to the general data quality assessment factors defined by the EPA Science Policy Council (<http://www.epa.gov/osa/spc/pdfs/assess2.pdf>). Data assessment and evaluation activities must be documented. Any assumptions, troubleshooting, communications, and other relevant documents and records must be maintained with the Recipient's project files. These records must be organized to allow reconstruction of the process and results, also known as "data mapping". The identity of the individual(s) and organization that performed the "fitness for use" assessment must be clearly noted on the documents.

QUALITY ASSURANCE PROJECT PLAN:

In accordance with 40 CFR 30.54 and 31.45, the NFWF Subrecipient must develop and implement quality assurance and quality control procedures, specification and documentation that are sufficient to produce data of adequate quality to meet project objectives. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality/control requirements and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans (<http://www.epa.gov/quality>). The QAPP must be submitted to the EPA Project Officer at least 30 days prior to the initiation of data collection or data compilation. The QAPP shall be completed and approved by NFWF prior to any data collection or data compilation.

QUALITY ASSURANCE STATEMENT – GIS ACTIVITIES:

The NFWF Subrecipient shall incorporate the practices and principles EPA's geographical information systems quality assurance. These quality assurance activities include the following requirements; to, "describe the methods of acquiring, assessing, managing, and processing data from existing sources" (EPA QA/G-5G, p. 22) and, to, "describe the quality assurance and quality control of the instruments, procedures, and methods used to create new geospatial data" (EPA QA/G-5G, p. 21). This includes the completion of FGDC metadata as a required component of all datasets. State and Federal agencies are considered trusted agencies when acquiring datasets, in compliance with EPA's geospatial guidance document. For additional information, please reference the full text of EPA's geographical information systems QA document (www.epa.gov/quality/qs-docs/g5g-final.pdf).

SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of and agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of and agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None

Christopher Rice
64 Butterhill Road
Pelham, MA 01002

March 24, 2021

Richard Kuklewicz
Chair of the Montague Select Board
Town of Montague

Dear Richard Kuklewicz:

Please accept this letter as an official notice of my retirement from the position of Building Commissioner for the Town of Montague. It has been a pleasure working for the Town and I will miss many of my co-workers. My last day of work will be May 27, 2021.

I am willing to serve in any capacity to assist the Town in the hiring and training process to fill my position. In the event that the Town has not hired a qualified Massachusetts Building Commissioner I would be willing to work on a per diem basis.

Sincerely,

A handwritten signature in black ink, appearing to be 'CR', with a long horizontal line extending to the right.

Christopher Rice

WendyB-Montague Board of Selectmen

From: StevenE - Montague Town Administrator
Sent: Monday, March 15, 2021 2:44 PM
To: WendyB-Montague Board of Selectmen
Cc: Walter Ramsey - Montague Planner; Rich Kuklewicz
Subject: HydroFlower Host Community Agreement

Hi

Wendy – for the March 29 SB agenda, please add:

- Consider entering into a cannabis establishment Host Community Agreement with HydroFlower, Inc.

Contingent on approval of the HCA, the second agenda item would be:

- Authorize the Selectboard Chair to sign the Cannabis Control Commission Host Community Agreement Certification Form

13A

TOWN OF MONTAGUE, MASSACHUSETTS
AND HYDRO FLOWER LLC.

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

THIS HOST COMMUNITY AGREEMENT (the "Agreement") is entered into this 29th day of March 2021, by and between Hydro Flower LLC., a Massachusetts Limited Liability Company with a principal office address of 36 Canal Road, Turners Falls, Massachusetts (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 initial Tier 4 Marijuana Cultivation and Product Manufacturing Establishment developed in phases exclusively for indoor greenhouse cultivation, processing, and manufacture of marijuana for adult-use, with approximately 30,000+/- square foot of cultivation canopy space, 5,000+/- square foot of indoor processing, manufacturing, office and storage space, on a parcel of land located at 36 Canal Road Turners Falls, Massachusetts more accurately described by the deed recorded with the Franklin County Registry of Deeds Book 07476, page 246, and Parcel ID 03-0-002 in the Assessor's database (the "Property") in the Town (the Marijuana Cultivation, Processing and Product Manufacturing Establishment collectively and individually, the "Establishment"), 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. Company shall be allowed to expand its initial operation from a Tier 4 up to a Tier 11 cultivation in phase buildouts during the length of this agreement. Company will similarly be able to expand its manufacturing capabilities such as kitchen, lab, and other manufacturing specific rooms, over the course of this Agreement; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite license(s) 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, §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, including but not limited to an occupancy permit from the Town's Building Commissioner and a final license and approval to operate from the CCC,, 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 (the "Commencement of Operations"), 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 an amount equal to the below specified percentages of the gross sales of marketable marijuana product produced by operations at the Establishment and distributed to other off-site marijuana establishments. The term "Gross sales" shall mean the total of all marijuana transactions of the Establishment, including wholesale sales, and shall be determined by arms-length wholesale sales made by the Establishment during the year and shall include all marijuana and marijuana products, including marijuana-infused products cultivated, manufactured and/or sold by the Establishment. In the event the marijuana or marijuana products cultivated, manufactured and/or produced at the Establishment are sold by the Company at any marijuana establishment(s) located outside of the Town that is also owned and controlled by the Company, or its affiliates, such that the product is not subject to an arms-length sale, the value of such product for purposes of calculating the Community Impact Fee shall be based on the higher of: (i) 50% of the retail price at which such marijuana or marijuana products are sold by such marijuana retailer; or (ii) the highest wholesale price charged by the Company in any arms-length transaction during the preceding twelve (12) months.

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

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 with the first payment due thirty (30) days after the close of each quarter following the Commencement of Operations. The Annual Community Impact Fee for the first (1st) year of operation shall be prorated based on the number of months, beginning on the Commencement of Operations, that 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.
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 subject to renegotiation for successive terms 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 shall be an amount equal to the one percent (1%) of the Gross Sales produced by all operations at the Establishment as those terms are defined in Paragraph 2.A.1 of this Agreement and shall not be reduced below such amount until such time as the Parties negotiate a successor Community Impact Fee. In the event that the Parties agree to a Community Impact Fee less than said amount, such initial payments shall be offset against the successor Annual Community Impact Fee; 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.
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 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 Community Social Justice Benefits

Company shall make the Annual Community Impact Fee payments set forth in Paragraph 2.A above to the Town. While the purpose of the Annual Community Impact Fee is to assist the Town in addressing any public health, safety, and other effects or impacts the Establishment may have on the Town and on municipal programs, services, personnel, and facilities, the Town may expend the Annual Payments at its sole and absolute discretion. Notwithstanding the Annual Community Impact Fee payments, the Company shall make a “Social Justice Benefit Payment,” which shall be in the form of a donation to be used for the benefit of the social justice purposes as described below.

1. For the first five (5) years that the Establishment is in operation, the Company shall pay to the Town a Social Justice Benefit Payment in an amount equal to the below specified percentages of the Gross Sales of all product produced by operations at the Establishment:

Year 1	Year 2	Year 3	Year 4	Year 5
0%	0.5%	0.5%	1%	1%

The Town may use Social Justice Benefit Payments as it deems appropriate, in its sole discretion, but shall make a good faith effort to allocate said payments to promote equity and address issues of concern in those areas of the local community that may be disproportionally affected by substance abuse, to the extent authorized by law, in support of education, programing, community outreach/development, and other services concerning these goals and to promote equitable opportunities among populations that are disproportionately impacted by racial inequity, economic disadvantage, and challenges associated with substance abuse. The Town and Company will meet on a yearly basis to discuss the Town’s use of the Community Social Justice Benefit Payment; provided, however, that nothing in this clause shall be deemed to limit the Town’s discretion as to the use of such payments. .

2. The Social Justice Benefit Payment 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 following the with the first payment due thirty (30) days after the close of each quarter following the Commencement of Operations. The Social Justice Benefit Payments 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 Social Justice Benefit Payments or portion thereof already provided to the Town by the Company.
3. The Parties hereby recognize and agree that the Social Justice Benefit Payments to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

C. 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 in an amount no less than \$15,000, said charities/non-profit organizations to be determined by the Company. 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. The Company shall provide the Town with evidence of such payment within thirty (30) days of the annual anniversary of the Commencement of Operations.

The Parties hereby recognize and agree that any Annual Charitable Non/Profit Contribution to be paid by the Company shall not be deemed a community impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

D. 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 as long as those fees and charges are consistent with what is charged other businesses in the Town.
2. Establishment Consulting Fees and Costs: Any Town legal costs associated with development of this Agreement or otherwise related thereto shall be reimbursed by the Company upon execution of this Agreement within thirty (30) days of the Town's request for the same; provided, however, that costs related to this paragraph shall be offset against the initial Annual Community Impact Fee and 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 in the event that the Company does not locate the Establishment in the Town of Montague.

Similarly, 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, within thirty (30) days of the Town's request for the same.

3. **Late Payment Penalty:** The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under this Agreement. In the event that any such payments are not fully made with forty-five (45) days after written notice to the Company of nonpayment, the Company shall be required to pay the Town interest at the rates prescribed by M.G.L. 59, §57. The Selectboard, in its discretion, may agree to waive all or a portion of the late payment penalty, for good cause, upon prior written request of the Company.

E. Annual Reporting

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 Gross 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, that all expenses related to this paragraph 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. Local Vendors – To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use reasonable efforts in a legal and non-discriminatory manner to give a preference 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.
- B. 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 reasonable 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.
- C. Reasonable efforts shall include actively soliciting bids from Town vendors through local advertisements and direct contact. The Company also agrees to make reasonable efforts to utilize women-owned, veteran-owned and minority-owned vendors within the Town.
- D. 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.

- F. Community Support - Upon the Commencement of Operations, 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. To be documented in its annual report to the Town.

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 Paragraph 2 of this Agreement. Nothing in this agreement shall prohibit Company from challenging the fair cash value of all real and personal property, as assessed by Town, pursuant to an abatement application or otherwise.

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.
- 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, and with regard to any anti-diversion procedures. In the event of

any unusual circumstances as warranting additional security, the Company shall consult with Town's Police Chief to ensure appropriate security arrangements are implemented, at the Company's expense.

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

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

8. Limitation on Use

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

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. Electrical Usage and Renewable Energy Requirements, Water Consumption, and Waste, Waste Water Controls and Pest Controls

Prior to the Commencement of Operations at the Establishment, the Company shall (a) satisfy all minimum energy efficiency and equipment standards established by the CCC and meet all applicable environmental laws, regulations, permits, and other applicable approvals and (b) adopt and use best management practices as determined by the CCC to reduce energy usage and consumption and engage in energy conservation. The Company shall use best efforts to minimize water consumption at the Establishment and shall follow the CCC's Best Management Practices for Water Use. The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. The Company shall comply with the CCC's Guidance on Integrated Pest Management and shall apply chemical controls judiciously. The Company shall comply with all relevant and applicable federal, state and local rules and regulations regarding electrical usage and renewable energy requirements, water consumption, and waste, waste water controls and pest controls. The Parties agree and acknowledge the Town may enforce this section provided that the CCC, at its discretion, declines to investigate or refer a complaint made by the Town to another law enforcement or regulatory authority.

11. Odor Control

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance, in the opinion of the Selectboard, to surrounding properties. The Company shall develop

an odor mitigation plan and submit the plan to the Town for approval, such approval not to be unreasonably withheld. At a minimum, the Company agrees to implement a dual odor control system at the Establishment. This system will include the implementation of charcoal air filtration units on the HVAC systems and the use of FanTech centrifugal fans. This dual system implementation ensures that there is constant air flow moving in each room so that air is being circulated through the HVAC filtration. Employees of the facility will also have daily checks of all indoor and outdoor areas to ensure that there are no odor issues. A formal odor mitigation plan will be provided to the Town for its approval.

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

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

12. Improvements to the Property

The Company agrees that capital improvements to the Property, if any, shall be such that the Property 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.

13. 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.

14. 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 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.

15. 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.

16. 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 of the date of execution of this Agreement, this Agreement shall expire, at the discretion of the Selectboard, and the Company may 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.

17. 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.

18. 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: Gregg Corbo, Esq.
Town Counsel
KP Law, P.C.
101 Arch Street, 12th Floor,
Boston, MA 02110

To Company: Nicholas Adamopoulos
Lake Shore Legal, LLC
PO Box 1210
Webster MA 01570

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Signatures

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

26. 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.

27. 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 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.

28. 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.

29. 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.

30. 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,
By and through its Selectboard,

HYDROFLOWER LLC.,

By:

Title:

756493//MONT/0001



Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Hydro Flower, LLC

2. Name of applicant's authorized representative:

Ryan Ward

3. Signature of applicant's authorized representative:

4. Name of municipality:

Montague

5. Name of municipality's contracting authority or authorized representative:

Steven Ellis



6. Signature of municipality's contracting authority or authorized representative:

7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

8. Host community agreement execution date: