

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

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: <https://zoom.us/j/95568286606>

Meeting ID: 955 6828 6606 Password: 103396

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

Monday, April 26, 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 29, 2021 and April 12, 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 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
6. 6:50 Consideration of opting out from State Aerial Spraying
7. 7:00 Sarah Burstein, Principal at Hillcrest Elementary
Use of Public Property: Story Walk
 - Montague Center Town Common, May 8, 2021, 8:30 AM – 4:00 PM
 - Rutter's Park, Lake Pleasant, May 15, 2021, 9:00 AM – 4:00 PM
 - Highland Park, Millers Falls, May 22, 2021, 9:00 AM – 4:00 PM
8. 7:10 Emma Ayres, Program Coordinator/Shea Presents and Arin Andrews (Musical Team)
Use of Public Property: School for Contemporary Dance and Thought/Musical: The Musical
 - Peskeompskut Park, May 8, 2021, 10:30 AM – 6:00 PM
9. 7:20 Angela Rovatti-Leonard, Youth Services Librarian, Montague Public Libraries
Use of Public Property: Puppet Show
 - Peskeompskut Park, July 30, 2021, 8:30 AM – 12:30 PM (raindate: 8/6/21)
10. 7:30 Personnel Board
 - Retirement of Herb Hohengasser as Plumbing and Gas Inspector
 - Appoint John Letourneau as Plumbing and Gas Inspector until June 30, 2021
 - Execute Memorandum of Agreement between the Town and N.A.G.E to reactivate the position on Assistant Treasurer/Collector

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11. 7:40 Chelsey Little, WPCF Superintendent
 - Execute Agreement with Wright-Pierce Engineering Assistance for High-Flow Management and Effluent Limit Compliance Plans for Administrative Order CWA-AO-R01-FY21-14, not to exceed \$26,500
12. 7:50 David Detmold, Tree Committee
 - 2021 Arbor Day Proclamation
13. 7:55 Brian McHugh, Director of Community Development FCRHRA
 - Authorization to Disburse No. 12, Invoice #2019-135-14, Spinner Park Restoration Project, Berkshire Design Group, Inc. \$220.00
14. 8:00 Everett W. Tatelbaum, Kearsarge Energy LP
Solar and Burn Dump
 - Execute First Amendment to Solar Lease between Town and Kearsarge Montague LLC
 - Execute Amended Notice of Solar Lease with Kearsarge Montague LLC
 - Execute First Amendment to Solar and Energy Storage Lease between Town and Kearsarge Montague BD LLC
 - Execute Notice of Ground Lease with Kearsarge Montague BD LLC
 - Execute Commonwealth Land Title Insurance Company Affidavit/Indemnity
15. 8:15 Town Meeting Warrant – To review draft May 22, 2021 warrant, attached hereto; and make recommendations on all items in warrant; votes may be taken
16. 8:30 Town Administrator's Report
 - Execute Agreement with Harold L. Eaton & Associates for Surveying of Montague Center Park, School & Station St's, Montague MA, \$3,000
 - Building Inspector Position Hiring Update
 - General Pierce Bridge Closure Update
 - Topics not anticipated in 48 hour posting

Upcoming Meetings:

- Selectboard Meeting, **MONDAY, May 3, 2021, 6:30 PM** via Zoom

**ANNUAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
MAY 22, 2021**

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet at the Franklin County Technical School, 82 Industrial Boulevard, Turners Falls, Massachusetts, on Saturday, May 22, 2021, at 8:00 A.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1: To see if the Town will vote to receive and act upon the reports of the Officers of the Town and to receive the report of any committees and act thereon.

ARTICLE 2: To see if the Town will vote to authorize the Selectboard, or other Town departments with the approval of the Selectboard, to apply for and accept grants from the Federal Government, Commonwealth of Massachusetts, or any other source, and to expend the same for purposes received without further appropriation, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 3: To see if the Town will vote to amend Section 7 of Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, by creating a new Airport Fuel Revolving Fund for the Fiscal Year beginning July 1, 2021, with the changes as shown in **bold** below; and to establish an annual spending limit of \$160,000 for said Airport Fuel revolving fund, and which funds may be expended without further appropriation for the purposes defined therein, with such expenditure limits to be applicable for each fiscal year until such time as Town Meeting votes, prior to July 1 for the ensuing fiscal year, to increase the same; provided, however, that in accordance with state law, the Selectboard, with the approval of the Finance Committee, may increase the limit for that fiscal year only, 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:

<u>Revolving Fund</u>	<u>Spending Authority</u>	<u>Revenue Source</u>	<u>Allowed Expenses</u>
Hazardous Materials Response Planning	SARA Title III Comm	Fees collected from individuals responsible for oil and hazardous	For the purpose of cleaning up oil and hazardous material spills

Committee (a.k.a.
SARA Title III
Committee)

material spills

Airport Fuel	Airport Manager	Fees from sale of Airport fuel	Purchase of Airport fuel to be sold and used at the Airport
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- (b) Expenditures from each revolving fund shall be subject to the limitations established by Town Meeting, and to any additional limitations as otherwise set forth in Massachusetts General Laws Chapter 44, Section 53E½.

(Airport Manager)

ARTICLE 4: To see if the Town will vote to fix the salaries of all elected officials as required by law for the fiscal year beginning July 1, 2021, as set forth in Schedule I, Elected Officials, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374/Annual-Budget-Information> or pass any vote or votes in relation thereto.

ARTICLE 5: To see if the Town will vote to fix the salaries of all appointed officials as required by law for the fiscal year beginning July 1, 2021, as set forth in Schedule II, Appointed Officials, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374/Annual-Budget-Information> or pass any vote or votes in relation thereto.

ARTICLE 6: To see if the Town will vote to acquire and accept, by donation, from Millers River Cemetery Corporation, or the current owner, all of the real property known as the Highland Cemetery, containing 7.393 acres, more or less, located at Millers Falls Road, Montague, and shown as Parcel 28-0-13; and further, to acquire and accept, by donation, all of the personal property, funds and accounts of said Millers River Cemetery Corporation owned, maintained and used in connection with the ownership and operation of the Highland Cemetery; and to authorize the Selectboard to take all actions and execute all documents necessary and appropriate for said acquisition and acceptance, or pass any vote or votes in relation thereto.

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$10,775,731, or any other amount, for the maintenance of the several departments of the Town, said sums to be allocated in accordance with Schedule III, Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374/Annual-Budget-Information> and for any other necessary changes, or pass any vote or votes in relation thereto.

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$2,586,971, or any other amount, for the purpose of operating the Water Pollution Control Facility and associated pumping stations, said sums to be allocated in accordance with Schedule IV, WPCF Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374/Annual-Budget-Information>, or pass any vote or votes in relation thereto.

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$78,950, or any other amount, for the purpose of funding the operations, maintenance, and debt service of the Colle Building, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 10: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$206,164, or any other amount, for the purpose of operating the Turners Falls Airport, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$1,221,005, or any other amount, for the purpose of paying the Franklin County Technical School District for Montague's share of the assessment for the yearly operation of the Franklin County Technical School, or pass any vote or votes in relation thereto.

(Franklin County Technical School Request)

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$10,950,854, or any other amount, for the purpose of paying the Gill-Montague Regional School District for Montague's share of the assessment for the yearly operation of the Gill-Montague Regional Schools, or pass any vote or votes in relation thereto.

(Gill-Montague Regional School District Request)

ARTICLE 13: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$13,130, or any other amount, for the purpose of utility valuation appraisal services, or pass any vote or votes in relation thereto.

(Board of Assessors Request)

ARTICLE 14: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$190,000, or any other amount, for the following school building related projects and any and all incidental and related costs, or to pass any vote or votes in relation thereto.

A. \$55,000 to repair the Hillcrest Façade

- B. \$45,000 to repair the Sheffield Façade
 - C. \$90,000 to update the Sheffield fire alarm system
- (GMRSD Request)

ARTICLE 15: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$56,511, or any other amount, for the purpose of resurfacing the tennis courts at the Turners Falls High School, including any and all incidental and related costs, or to pass any vote or votes in relation thereto.

(GMRSD Request)

ARTICLE 16: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$100,000, or any other amount, for the purpose of purchasing, equipping, and making major repairs to DPW vehicles and equipment, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 17: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$250,000, or any other amount, for the purpose of purchasing and equipping a six wheel dump truck with plow and sander, including any and all incidental and related costs, or to pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 18: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$75,000, or any other amount, for the following Town projects and any and all incidental and related costs, or to pass any vote or votes in relation thereto.

- A. \$25,000 Unsafe Unhealthy Buildings
- B. \$25,000 for Unexpected Engineering Services
- C. \$25,000 for Bid/Project Overrun

(Town Administrator and CIC Requests)

ARTICLE 19: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,000, or any other amount, for the purpose of a Building Assessment and Capital Plan Study, including any and all incidental and related costs, or to pass any vote or votes in relation thereto.

(CIC Request)

ARTICLE 20: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$32,500, or any other amount, for the purpose of a Phase II Environmental Study for 500 Avenue A, including any and all incidental and related costs, or to pass any vote or votes in relation thereto.

(Town Planner Request)

ARTICLE 21: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$100,670, or any other amount for the purpose of reimbursing the Town for costs associated with the establishment and operation of 253 Farmacy, or pass any vote or votes in relation thereto.

- A. \$14,012 to reimburse the Town for costs associated with the establishment and operation of 253 Farmacy
- B. \$5,538 to reimbursing the Turners Falls Fire District for costs associated with the establishment and operation of 253 Farmacy
- C. \$6,120 for police training relative to cannabis
- D. \$75,000 for school substance abuse prevention programs

(Town Administrator Request)

ARTICLE 22: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto. (NOTE: Does SB want 1st line as separate article?)

Fund	Amount (\$)
WPCF Capital Stabilization Fund (from WPCF RE)	180,000
Town Capital Stabilization Fund (from Taxation)	127,690
OPEB Trust Fund (from Taxation)	50,000
GMRSD Stabilization Fund (from Taxation)	39,890
Total:	397,580

ARTICLE 23: To see if the Town will vote to authorize the Selectboard to acquire by gift, purchase and/or eminent domain, an easement across the FirstLight Canal for the placement of a new 5th Street pedestrian bridge, southerly of the existing 5th Street vehicular bridge and the 1880 County Layout, and permanent and temporary construction easements at the western and eastern termini of the new pedestrian bridge as may be needed for support, access, bridge appurtenances, and for the purpose of constructing the bridge, and for all purposes incidental and related thereto, all as shown on a plan entitled "Easement Plan Canal Street & Fifth Street Bridge," dated ____, 2021, prepared by Sherman & Frydryk, as said plan may be amended, a copy of which plan is on file with the Town Clerk, and such other permanent and temporary easements adjacent to and within 500 feet of said easements, and further to see if the Town will

vote to raise and appropriate, transfer from available funds or borrow the sum of \$X, or any other amount, to fund such acquisitions; or pass any vote or votes in relation thereto.

ARTICLE 24: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$5,000, or any other amount for the purpose of joining the Pioneer Valley Mosquito Control District, or pass any vote or votes in relation thereto.

ARTICLE 25: Petitioned Article

**A Resolution in Opposition to State Subsidies and & Incentives
for Biomass Plants**

WHEREAS, the Town Meeting of Montague is committed to ensuring and safeguarding the health, safety, and environment of the residents in our community, and

WHEREAS, wood-burning biomass plants are a highly polluting form of energy generation, know to release pollutants including fine particulate matter, volatile organic compounds, nitrogen oxides, carbon monoxide, and carbon dioxide, and

WHEREAS, the Commonwealth adopted science-driven Renewable Portfolio Standard (RPS) regulations in 2012 recognizing that wood-burning power plants emit more carbon dioxide than fossil fuel power plants per unit of energy generated, and

WHEREAS, if the weakened RPS regulations proposed in December 2020 by the Massachusetts Department of Energy Resources (DOER) go into effect, Massachusetts subsidies and incentives would be available for inefficient large-scale biomass power plants, and

WHEREAS, the proposed RPS regulations would wrongly incentivize and directly subsidize the construction of a large-scale wood-burning biomass plant proposed by Palmer Renewable Energy in Springfield, an Environmental Justice community already heavily burdened by industrial air pollution and by record-setting rates of asthma and other respiratory illnesses, and

WHEREAS, our Town Meeting stands in solidarity with the residents of the City of Springfield, and the Springfield City Council, which passed a resolution on December 21, 2020, opposing Massachusetts state subsidies and incentives for wood-burning biomass plants,

NOW, THEREFORE BE IT RESOLVED, that Montague Town Meeting opposes any state subsidies or incentives for commercial wood-burning biomass plants in the Commonwealth of Massachusetts, and

BE IT FURTHER RESOLVED, that Montague Town Meeting calls upon the Massachusetts DOER to revise the proposed RPS regulations by returning the woody biomass provisions to their previous, science-based language, and

BE IT FURTHER RESOLVED, that Montague Town Meeting urges its State Legislative Delegation to support legislation in the forthcoming session of the Massachusetts General Court to remove and bar taxpayer and ratepayer incentives for commercial biomass power plants in the Commonwealth of Massachusetts, and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to our municipality's State Legislators, as well as Governor Charles Baker, DOER Commissioner Patrick Woodcock, and the Co-Chairs of the Joint Committee on Telecommunications, Utilities, and Energy Committee, Senator Mike Barrett and Representative Jeff Roy.

ARTICLE 26: To see if the Town will vote to approve the following bylaw, or pass any vote or votes in relating thereto.

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 cultivars 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')

(Montague Tree Advisory Committee Request)

ARTICLE 27: To see if the Town will vote to amend Section 7 of Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, by creating a new Montague Tree Fund for the Fiscal Year beginning July 1, 2021, with the changes as shown in **bold** below; and to establish an annual spending limit of \$5,000 for said Montague Tree Fund revolving fund, and which funds may be expended without further appropriation for the purposes defined therein, with such expenditure limits to be applicable for each fiscal year until such time as Town Meeting votes, prior to July 1 for the ensuing fiscal year, to increase the same; provided, however, that in accordance with state law, the Selectboard, with the approval of the Finance Committee, may increase the limit for that fiscal year only, 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:

<u>Revolving Fund</u>	<u>Spending Authority</u>	<u>Revenue Source</u>	<u>Allowed Expenses</u>
Hazardous Materials Response Planning Committee (a.k.a. SARA Title III Committee)	SARA Title III Comm	Fees collected from individuals responsible for oil and hazardous material spills	For the purpose of cleaning up oil and hazardous material spills
Montague Tree Fund	Tree Warden	Fees received under the Public Tree Protection Bylaw	Tree planting and maintenance consistent with the Public Tree Protection Bylaw

(b) Expenditures from each revolving fund shall be subject to the limitations established by Town Meeting, and to any additional limitations as otherwise set forth in Massachusetts General Laws Chapter 44, Section 53E½.

(Montague Tree Advisory Committee Request)

Given under our hands this ____ day of May in the Year of Our Lord Two Thousand and Twenty One.

Michael Nelson

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Franklin, ss Montague, MA April ____, 2021

Pursuant to the within warrant, I have warned the Inhabitants of the Town of Montague by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least seven days before said meeting as within directed.

Constable of Montague

WendyB-Montague Board of Selectmen

From: Michael Nelson <michaelnelsonmba@gmail.com>
Sent: Wednesday, April 21, 2021 6:00 PM
To: WendyB-Montague Board of Selectmen
Cc: Richard Kuklewicz; Daniel Wasiuk; StevenE - Montague Town Administrator; Albert Cummingsy531; Chris Boutwell (cboutwell@martignetti.com); Anne Stuart - Health Clerk
Subject: BOH Opt Out Timeline

Hi Wendy,

The BOH voted this evening to opt out from the state's mosquito spraying. There will be a recommendation to the BOS on Monday, 4/26 to do so as well. In the meantime, Daniel was directed by the BOH to work on a plan for alternative mosquito methods.

IF the BOS approves of the opt out - with Rich's permission as chair - I would like the joint BOH/BOS meeting to have an 10 min agenda item on May 3 to review Daniel's draft alternate plan. The Boards will offer Daniel any suggestions/edits at the meeting, to which he will then document any updates that week. Then, on May 10 the Boards will vote to formally submit the plan to the state.

I think an agenda item of "Review of Montague's Mosquito Control plan" is sufficient.

--
Michael M Nelson, M.B.A.



Virus-free. www.avast.com

WendyB-Montague Board of Selectmen

From: Walter Ramsey - Montague Planner
Sent: Tuesday, April 13, 2021 3:56 PM
To: Daniel Wasiuk; StevenE - Montague Town Administrator; WendyB-Montague Board of Selectmen; Mike Brown (turnerswater@yahoo.com)
Subject: RE: Pioneer Valley Mosquito Control District

The Conservation Commission, at their April 8 monthly meeting reviewed the state's aerial mosquito spraying program at the request of the Selectboard.

The Commission did pass a motion to recommend that the Selectboard opt out of the program, citing the uncertainties surrounding the environmental impacts of aerial spraying of Anvil 10+10 and in consistency with the stated concerns of the Mass Association of Conservation Commission and the Mass Audubon Society. The Commission wished to acknowledge that the Selectboard and Board of health have to weigh many considerations when determining a policy of this nature. Accordingly, the Commission's recommendation is purely from the conservation perspective. The Commission supports a robust monitoring program and is willing to work constructively with relevant officials on maintenance-related activities that interface with jurisdictional wetlands resource areas. The vote passed unanimously with one member abstaining due to lack information/time to consider the proposal.

The Commissioners were invited to attend Board of Health and Selectboard meetings where this will be discussed.

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

From: Daniel Wasiuk
Sent: Tuesday, April 13, 2021 3:08 PM
To: Michael Nelson <michaelnelsonmba@gmail.com>; Anne Stuart - Health Clerk <HealthClerk@montague-ma.gov>; albertcummings9@comcast.net; Chris Boutwell <CBoutwell@martignetti.com>; StevenE - Montague Town Administrator <townadmin@montague-ma.gov>; Rich Kuklewicz <rkuklewicz@gmail.com>; WendyB-Montague Board of Selectmen <selectscty@montague-ma.gov>; Walter Ramsey - Montague Planner <planner@montague-ma.gov>
Subject: Pioneer Valley Mosquito Control District

Good afternoon,

Please review the attachment to this email pertaining to the possible membership with the Pioneer Valley Mosquito Control District. The topic of mosquito control and pesticide usage will be on the agenda for the Board of Health meeting (April 21, 2021, starting 5pm). Thank you.

Daniel Wasiuk
Director of Public Health
Montague Board of Health
Town of Montague, MA
healthdir@montague-ma.gov
#413-863-8200 ext.116



Board of Selectmen
Town of Montague

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

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

Name of applicant Sarah Burstein, Principal @ Hillcrest Elementary

Name of business/group sponsoring proposed event if applicable: Hillcrest Elementary School

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

Address Hillcrest Elementary, 30 Gnsword St. Turners Falls

Contact phone 413-863-7400

Contact email sarah.burstein@
gmrds.org

FID 042457086

Dates of proposed event May 8, 2021

Location: Montague Center

Hours 900 - 400

Set Up: 830 AM

Clean Up: 400 PM

Approximate number of people expected to attend Less Than 100

What provisions will be made regarding clean up of site? I will remove signs and any trash left behind.

Will the proposed event be:

- ☐ Musical
- ☐ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☒ Other

Story Walk

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

A Story Walk creates an outdoor pathway for children & families to read a shared text while enjoying the outdoors. The pages are mounted on lawn signs and spaced 6 feet apart for reading/viewing. Additional signs re fac masks & social distancing will be posted.

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

The plan is to create a circular/oval path on the Montague Center Town Common

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

Will vendors be selling:

- ☐ merchandise
- ☐ food/beverage
- ☐ alcohol
- ☐ other services _____

No sales or merchandise

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

This event is not likely to negatively impact public safety nor should it create a traffic concern.

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

This is likely to attract local families only and will not require security or traffic control.

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

NA

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

If so, at which locations? The only advertising will be in the Hulcrest Elementary School Newsletter.

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

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

Signature of applicant

Jarah Buelo

Date 04/05/21

*If approved The school will issue a PO from the
School's Community Donations Fund.

License fees:

Monday - Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN - Approval

Date: _____

POLICE CHIEF - Approval / Comments

[Signature]

Date: 4-20-21

BOARD OF HEALTH -- Approval / Comments

Date: _____



GILLREG-01

KLESTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2021

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

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

PRODUCER Berry Insurance 31 Hayward Street, Suite J Franklin, MA 02038	CONTACT NAME: PHONE (A/C, No, Ext): (508) 528-5200 FAX (A/C, No): (508) 520-6914 E-MAIL ADDRESS: berry247@berryinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Argonaut Insurance Company	
INSURER B: MEGA	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 Gill-Montague Regional School District
 35 Crocker Avenue
 Turners Falls, MA 01376

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		PE-4633409-09	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		SBA700092509	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		UMB-4633409-09	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	MXWK0000003382	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Story Walk:
 Montague Center Common - May 8
 Rutters Park -- May 15
 Highland Park -- May 22
 Bike Path -- May 29

CERTIFICATE HOLDER**CANCELLATION**

Town of Montague
 1 Avenue A
 Turners Falls, MA 01376

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

AUTHORIZED REPRESENTATIVE

Kimberly Lester

ST-2

MASSACHUSETTS DEPARTMENT OF REVENUE

CERTIFICATE OF EXEMPTION



Certification is hereby made that the organization herein named is an exempt purchaser under General Laws, Chapter 64H, Sections 6(d) and (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation of the exemption of this Certificate of Exemption is subject to criminal sanctions of up to 1 year in prison and \$10,000 (\$50,000 for corporations) in fines. (See reverse side).

GILL MONTAGUE REGIONAL SCHOOL DISTRICT
CROCKER AVENUE
TURNERS FALLS 01376

EXEMPTION NUMBER E

042-457-086

ISSUE DATE

01/02/90

CERTIFICATE EXPIRES ON

NONE

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE

STEPHEN W. KIDDER

RE: Story Walks organized by Hillcrest Elementary School

Daniel Wasiuk <healthdir@montague-ma.gov>

Mon 3/8/2021 8:45 AM

To: Sarah Burstein <sarah.burstein@gmrds.org>

Good morning Sarah,

Thank you for the clarification on the Covid Protocols for Story Walk. Posting a sign(s) to ensure distancing and including reminders in any advertising would certainly be prudent. Also, please note that any gatherings (event venues/public settings) have a limitation of 150 people.

Otherwise, I APPROVE of the Story Walks taking place at the locations and times identified. Good luck with the events.

Thanks,

Daniel Wasiuk
Director of Public Health
Montague Board of Health
One Avenue A
Turners Falls, MA 01376
healthdir@montague-ma.gov
413-863-3200 Ext. 205

From: Sarah Burstein [mailto:sarah.burstein@gmrds.org]

Sent: Sunday, March 07, 2021 3:55 PM

To: Daniel Wasiuk <healthdir@montague-ma.gov>

Subject: Story Walks organized by Hillcrest Elementary School

Hello Daniel,

Steve Ellis suggested that I contact you about Covid Protocols that would need to be put in place as part of the Story Walks that our School Council hopes to organize in May. As outlined in my email to Steve (I believe he copied you on his reply), our School Council is hoping to host 4 Story Walks (one for each Saturday in May) at different locations around town. We were hoping to access the following locations on the following dates:

- TF Bike Path -- May 29
- Montague Center Common - May 8
- Rutters Park -- May 15
- Highland Park -- May 22

A Story Walk is a self-guided tour of a story book and each page of the book is displayed on a separate lawn sign spaced 6 feet apart. These tours take place outside and would be set up at each site from 9:00 - 5:00 on the designated day. We could certainly post a sign reminding story walkers to

wear masks and remain 6 feet apart. I can also include those reminders in any advertising we do for these events. Other than those measures, can you please let me know what type of additional health guidelines we need to follow?

Thank you very much --
Sarah

"We carry with us, as human beings, not just the capacity to be kind, but the very choice of kindness."
#ChooseKind from Wonder by R.J. Palacio

Sarah Burstein, Principal
Hillcrest Elementary School
Gill-Montague Regional School District
30 Griswold Street
Turners Falls, MA 01376

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Please remember when writing or responding, the Massachusetts Secretary of State has determined that email is a public record.

7B



**Board of Selectmen
Town of Montague**

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

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

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

Name of applicant: Sarah Burstein, Principal @ Hillcrest Elementary

Address of applicant: Hillcrest Elementary, 80 Griswold St, Turners Falls

Phone # of applicant: 413-863-9526/school 617-285-8874/cell

Name of organization: Hillcrest School Council

Name of legally responsible person: Sarah Burstein

Location of assembly: Rutgers Park, Lake Pleasant

Date of assembly: May 15, 2021

Time of assembly: Begin: 900 AM

End: 400 PM

Number of expected participants: _____

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: Story Walk - Please see attached description

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

Signatures:

Police Chief: _____

Date: 4-20-21

Comments/Conditions: _____

Board of Selectmen, Chairman: _____

Date: _____

Comments/Conditions: _____



Board of Selectmen
Town of Montague

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

**REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION,
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All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Sarah Burstein, Principal @ Hillcrest Elementary
Address of applicant: Hillcrest Elementary, 30 Griswold St, Turners Falls
Phone # of applicant: 413-863-9526/school 617-285-8874/cell
Name of organization: Hillcrest School Council
Name of legally responsible person: Sarah Burstein
Location of assembly: Highland Park
Date of assembly: May 22, 2021
Time of assembly: Begin: 9:00 AM End: 4:00 PM
Number of expected participants: Less Than 100

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: Story Walk - Please see attached description

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

Signatures:

Police Chief: [Signature] Date: 5-20-21

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____



Board of Selectmen

Town of Montague

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

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

Name of applicant Arin Andrews (and the Musical: the Musical team)

Name of business/group sponsoring proposed event if applicable: School for
Contemporary Dance and Thought / Musical: the Musical

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

Address Text

Contact phone 413-835-1805

Contact email creative team @ musicalthe musical. org

FID _____

Dates of proposed event May 8th Location: Peskeomskut Park

Hours 10:30am - 5:30pm Set Up: 10:30am Clean Up: 5:30 - 6

Approximate number of people expected to attend 50

What provisions will be made regarding clean up of site? We will be cleaning/taking out everything

Will the proposed event be:

☒ Musical

☒ Theatrical

☐ Exhibitions

☐ Amusements

☐ Wedding

☐ Other _____

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

The five members of the creative team accompanied by three guest musicians will perform 14 songs and 4 scenes from the show for an in-person and virtual audience. It will serve as an abridged concert production and fundraiser.

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

Performers will be socially distanced under the half-shell with audience socially distanced as well.

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

Will vendors be selling:

- ☐ merchandise
- ☐ food/beverage
- ☐ alcohol
- ☐ other services _____

N/A

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

We will keep distanced and masked throughout and require audience members to do the same. All covid measures will be implemented and nothing will affect public safety negatively.

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

We will have one person directing traffic if needed, but otherwise we are good.

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

There will be a Registered Nurse present at the event, but no other

first aid or medical care is available.

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

If so, at which locations? If possible, we would put one sign at the entrance of the venue.

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

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

Signature of applicant

Date

4/12/21

Anir

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

POLICE CHIEF - Approval / Comments

Date: _____

Date: _____

4-20-21

BOARD OF HEALTH – Approval / Comments



Board of Selectmen Town of Montague

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

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

Name of applicant Montague Public Libraries / Angela Rovatti - Leonard Youth Services Librarian

Name of business/group sponsoring proposed event if applicable: _____

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

Address 201 Avenue A, Turners Falls

Contact phone 413-863-3214

Contact email arovatti-leonard@chmarrs.org

FID _____

RAIN DATE: 8/6/2021

Dates of proposed event 7/30/2021

Location: Peskeomskut Park

Hours 8:30 AM - 12:30 PM Set Up: _____ Clean Up: _____

Approximate number of people expected to attend 150

What provisions will be made regarding clean up of site? _____

Will the proposed event be:

- ☐ Musical
- ☒ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☐ Other _____

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

Puppet Show

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

The puppet show will be held at the bandstand.

The audience will sit on the ground.

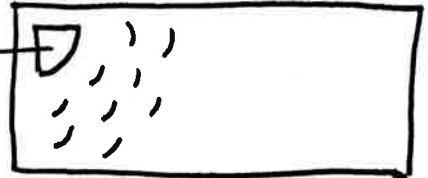
Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- ☐ merchandise
- ☐ food/beverage
- ☐ alcohol
- ☐ other services

N/A

bandstand



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

N/A

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

N/A

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

I will carry a cell phone and first aid kit.

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

If so, at which locations? No

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

N/A - Town Agency

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

Signature of applicant Angela Rovati - Leonard

Date 4/16/21

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments



Date: 4-16-21

BOARD OF HEALTH – Approval / Comments

Date: _____

10A+B



INSPECTOR of BUILDINGS

Town of Montague

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 ext. 206
FAX: (413) 863-3222

4/13/2021

Mr. Richard Kuklewicz
Montague Select Board
Turners Falls, MA 01376

Re: Appointment of new Plumbing Inspector

Ms. Kuklewicz:

After many years of dedicated service to the town Herbert Hohengasser will no longer be our Plumbing and Gas inspector. Herb has done a great job for the town and we all wish him the best of luck.

I would like to appoint one of our alternate inspectors John Letourneau as our Part Time plumbing and Gas inspector. Our other inspector Tim Hartnett is not interested in the lead inspector job at this time.

Sincerely,

Christopher Rice

Building Commissioner

Name: LETOURNEAU, JOHN

MONTAGUE APPOINTED OFFICIAL

NAME: JOHN LETOURNEAU

DATE: 4/27/2021

COMMITTEE: PLUMBING/GAS INSPECTOR

TERM: 2 MONTHS

TERM EXPIRATION: 6/30/2021

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/27/21

JOHN LETOURNEAU personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the PLUMBING/GAS INSPECTOR according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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

10c

**Memorandum of Agreement between the
Town of Montague and the National Association of Government Employees**

April 14, 2021

Whereas, the parties agree as follows:

To re-activate within the unit the formerly included position of Assistant Treasurer/Collector, whose duties are to reflect those outlined in the attached job description. Staffing for this position will effectively replace one of the existing Financial Specialist clerk positions in the Treasurer/Collector's Office. The position will be graded as Grade D and is expected to be a full-time position. The position will be posted in accordance with the Union contract.

For the Town, Montague Selectboard

For the NAGE Union,

April 8, 2021
WP Project No. T15317

Ms. Chelsey Little, Superintendent
Water Pollution Control Facility
34 Greenfield Road
Montague, MA 01351-9522

**SUBJECT: Town of Montague WPCF - Engineering Assistance for High-Flow Management and Effluent Limit Compliance Plans
Proposal for Engineering Services Related to Administrative Order CWA-AO-R01-FY21-14**

Dear Chelsey,

The Town of Montague was issued an Administrative Order (CWA-AO-R01-FY21-14) from the U.S. Environmental Protection Agency (EPA) on March 18th, 2021 addressing compliance with its National Pollutant Discharge Elimination System (NPDES) permit (No. MA0100137) to meet numeric effluent limitations and minimize Combined Sewer Overflows. As requested, we have developed this proposal to provide engineering services to the Town of Montague Water Pollution Control Facility (WPCF) to assist the Town of Montague in meeting the requirements of the Administrative Order. Our understanding of the project is summarized below followed by our proposed technical scope and fee.

Project Understanding

The Administrative Order specifically brings attention to violations of the NPDES Permit between April 1st, 2020 and January 31st, 2021 including Total Suspended Solids, Biological Oxygen Demand, E. coli bacteria, and Total Residual Chlorine in amounts greater than the effluent limitations for outfall serial number 001 contained in the NPDES Permit. It also documents that the Town of Montague WPCF is not using the Wet Weather Chlorine Contact Tank (WWCCT) to buffer the influent flow and regulate flow to the secondary treatment system. It is our understanding that the Town discharged from the Greenfield Road CSO outfall adjacent to the WPCF six days between May 1st, 2020 and December 31, 2020, and on November 30th, 2020, 90,000 gallons of untreated combined (wastewater and stormwater) sewage from the Greenfield Road CSO outfall was discharged. The Administrative Order requires the Town of Montague to submit an Effluent Limit Compliance Plan and a High-Flow Management Plan by September 30th, 2021.

Proposed Scope of Work

Task 1 – Assess Current Primary and Secondary Treatment Capacity

Our assessment of the current primary and secondary treatment capacity at the Montague WPCF will include the following:

1. Calibrate and Verify Process Computer Model of the Montague WPCF
 - a. Obtain and summarize plant operating data from April 2018 through April 2021.

4/8/2021

Ms. Chelsey Little

Page 2 of 4

- b. Utilize BioWin (process modeling program) to model to the current WPCF configuration. Utilize available plant operating data to the calibrate model. No additional sampling or analytical work is included in this task and calibration will be based on available data currently collected by WPCF staff.
 - c. Verify BioWin model calibration based on the current monthly operating data for the facility (including peak flow storm events including but not limited to the rain events around June 28th, 2020, September 30th, 2020, and November 30th, 2020).
- 2. Assess Current Secondary Treatment Capacity
 - a. Utilize the calibrated BioWin model to evaluate peak flow capacity of aeration tanks and secondary clarifiers.
 - b. Perform a "State-Point Analysis". The State-Point Analysis is a graphical technique to examine performance of secondary clarifiers under peak flow condition. It is an operational tool to project secondary system capacity for given set of process conditions and impacts of changes in process parameters (including MLSS concentration, sludge settling velocity, return sludge concentration, and return sludge rate).
 - c. Evaluate waste activated sludge wasting rates necessary to maintain secondary treatment. Compare with capacity of existing and new additional dewatering equipment.
 - d. Evaluate (using the calibrated BioWin model) up to two potential alternatives for maximizing flow through secondary treatment while maintaining effluent permit compliance.
- 3. Assess WPCF Primary Treatment Capacity
 - a. Develop a spreadsheet based hydraulic model of the plant influent trunk sewer from Greenfield Road Overflow Structure through to the Primary Effluent Pumping Station.
 - a. Confirm the existing elevations within the Greenfield Road CSO structure (including the overflow weir elevation and invert of the outlet), each of the manholes on the influent sewer, and the invert in the Headworks as well as confirming water surface elevations at specific flow rates. **Note:** Wright-Pierce will subcontract out the fieldwork to Northeast Survey Consultants, PC; it is expected to take up to an 8- hour day to conduct the survey.
 - b. Develop a computer based hydraulic profile for the portion of the plant between the Greenfield CSO structure and the primary effluent pump station.
 - b. Evaluate the flow capacity (peak) that can be received at the plant prior to reaching the CSO overflow elevation and the capacity that can pass through the headworks and primary clarifiers.

This task includes up to two virtual meetings with Town of Montague staff to discuss existing conditions and operating data. We have also included in the budget time for a Wright-Pierce staff member to meet up with the surveyor in the field to confirm all critical elevations that need to be identified. Wright-Pierce will also assist the Town of Montague WPCF in preparing a status update to meet the Administrative Order requirement by July 31st, 2021.

4/8/2021

Ms. Chelsey Little

Page 3 of 4

Task 2 – Develop Plans and Recommendations

Once the BioWin model has been calibrated and primary and secondary treatment capacities have been assessed, Wright-Pierce will prepare a technical memorandum to summarize the findings of the evaluation and to make recommendations. A drafted technical memorandum will include a determination of the existing WPCF secondary treatment capacity, primary treatment capacity and recommendations to maximize the amount of flow that can be provided full secondary treatment and at least primary treatment and disinfection. Wright-Pierce will submit the draft technical memorandum to the Town of Montague and meet with the WPCF staff to review within 90 calendar days of written authorization. Comments received from the Town of Montague WPCF staff will be incorporated, and the technical memorandum will be finalized within 10 business days of receiving written comments. If requested, Wright-Pierce can also attend up to one WPCA meeting to present findings of the evaluation and to make recommendations.

After the technical memorandum is finalized, Wright-Pierce will develop a High-Flow Management Plan and Effluent Limit Compliance Plan to meet the requirements of the EPA Administrative Order. The two Plans will be prepared in draft form 15 business days after the technical memorandum has been finalized. Comments received from the Town of Montague WPCF staff will be incorporated, and the two Plans will be finalized to submit to the EPA within 10 business days. This task also includes up to two virtual meetings with the EPA to go over the High-Flow Management and Effluent Limit Compliance Plans. Minor revisions or modifications can be made to the two Plans if required by the EPA. Extensive comments from the EPA to be addressed and / or additional scope from the EPA will require additional services. This task does not include the preparation of site plans or drawings; no CAD work will be conducted as part of this scope. These can be provided as an additional service if requested by the Town of Montague WPCF and / or EPA.

Proposed Fee

Our proposed fee for performing these services, including all labor and expenses, is \$26,500 with the following breakdown per task:

Task Name	Estimated Hours	Reimbursable Expenses	Subcontractor Costs Plus Mark-Up	Total Budget
Task 1 – Assess Primary and Secondary Treatment Capacities	127	\$225	\$2,200 *	\$17,400
Task 2 – Develop Plans and Recommendations	76	\$75	\$0	\$9,100
TOTAL BUDGET	203	\$300	\$2,200	\$26,500

4/8/2021

Ms. Chelsey Little

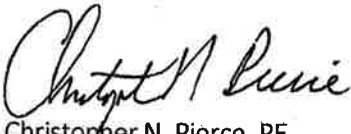
Page 4 of 4

*Task 1 includes a fee for Northeast Survey Consultants, PC to survey critical elevations at the WPCF and the Greenfield Road Overflow structure plus a standard 10% mark-up.

We would invoice the Town on a time charge basis with a not-to-exceed cost of \$13,250 for Task 1 through June 30th, 2021 and a not-to-exceed cost of \$13,250 for Task 1 and Task 2 after July 1st, 2021 so that the total fee for this scope is divided over FY2021 and FY2022 at the WPCF Superintendent's request. If this proposal is acceptable to the Town, Wright-Pierce will prepare an engineering agreement for review and approval. We appreciate the opportunity to work with the Town. Should you have any questions or require additional information, please call.

Sincerely,

WRIGHT-PIERCE



Christopher N. Pierce, PE

Vice President

chris.pierce@wright-pierce.com



Lisa M. Muscanell-DePaola, PE

Project Manager

lisa.muscanell@wright-pierce.com

Arbor Day Proclamation 2021

Town of Montague

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

Whereas, trees in our community increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and physical and spiritual renewal.

Now, Therefore, we, the Selectboard of the Town of Montague, do hereby proclaim

Friday, April 30th , 2021

As ARBOR DAY in the town of Montague

And urge all citizens to celebrate Arbor Day and to support efforts to protect and promote our trees and woodlands , and FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations

Dated this day of _____, 2021

Richard Kuklewicz, Chair_____

Christopher Boutwell_____

Michael Nelson_____



AUTHORIZATION TO DISBURSE No. 12
Invoice # 2019-135-14
TOWN OF MONTAGUE FY19 (6K)
SPINNER PARK RESTORATION PROJECT
Contractor: Berkshire Design Group, Inc.
4 Allen Street
Northampton, MA 01060

Date: December 10, 2020

Original Contract Amount:	11,000.00
Addenda	6,500.00
Total Contract	17,500.00
Total Paid to Date:	15,180.68
Balance:	2,319.32
This Invoice:	220.00
Balance:	2,099.32

Work Items Complete:

See attached invoice #2019-135-14 dated: April 15, 2021	FY2019 CDBG
---	--------------------

I have reviewed this invoice on April 22, 2021 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ **220.00**

Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



Berkshire Design Group

4 Allen Place, Northampton, MA 01060
413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.
Attn: Mr. Brian Mchugh
241 Millers Falls Rd.
Turners Falls, MA 01376

INVOICE # 2019-135-14

April 15, 2021

Project No: 2019-135

Re: Spinner Park Bidding & Construction Administration

For professional landscape architectural, civil engineering and land surveying services listed below for the period December 1, 2020 to March 31, 2021:

Email Invoices To: bmchugh@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Construction Documents	\$11,000.00	77.00%	2.00%	\$220.00
Additional Services - Electric	\$3,500.00	100.00%	0.00%	\$0.00
Additional Services - Electric II	\$3,000.00	100.00%	0.00%	\$0.00
	<u>\$17,500.00</u>			
Subtotal Task Charges				\$220.00
INVOICE TOTAL				\$220.00

Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.

FIRST AMENDMENT TO SOLAR LEASE

This First Amendment to Solar Lease (the "Amendment") is entered into as of this ____ day of ____ 2021 by and between the **TOWN OF MONTAGUE, MASSACHUSETTS** ("Landlord") and **KEARSARGE MONTAGUE LLC** ("Tenant").

WHEREAS, Landlord and Tenant are the current parties to that certain Solar Lease dated the 21st day of August, 2017 as the same may be amended from time to time (the "Lease"), relating to land identified as Assessors Tax Parcels 21-0-006 (the "Property"), a portion of which is located at the end of Sandy Lane, Montague, Massachusetts as more particularly described in the Lease (the "Leased Premises"), Notice of which is dated November 30, 2017, and recorded with the Franklin County Registry of Deeds in Book 7136, Page 1, as amended by Amended Notice of Solar executed of even date herewith;

WHEREAS, the Leased Premises include (i) the non-exclusive right for ingress and egress over the existing Town of Montague access road from and to Turnpike Road, and from the southerly terminus of Sandy Lane over and across (a) the existing access road to the Landfill area located in the easterly portion of the Property (as defined below) and a "Proposed 30' Wide Utility & Access Easement" to the East Array Lease Area and (b) a "Proposed 30' Wide Access Easement" to the West Array Lease Area (collectively the "Access Road"), and (ii) utility access, including grading, installation of utilities and related rights in, over, under and across the Property and the Access Road; and

WHEREAS, Landlord has reached agreement with a party related to Tenant, Kearsarge Montague BD LLC, to lease a portion of Landlord's property known as the Center Array which requires that the Access Road be relocated and the Utility Easement be relocated to reflect the as built location. Landlord and Tenant have agreed to amend the Lease by amending the description of the Leased Premises as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

AGREEMENT

1. All capitalized terms used but not defined herein shall have the meanings given to them in the Lease. If there is any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.
2. Landlord acknowledges and agrees that the definition of "Leased Premises", as more particularly delineated in the map attached as Exhibit 1 to the Lease shall be replaced with the revised Exhibit 1- Revised attached hereto.
3. Section 1 of the Lease is hereby amended by deleting the following language:

together with (i) the non-exclusive right for ingress and egress over the existing Town of Montague access road from and to Turnpike Road, and from the southerly terminus of Sandy Lane over and across (a) the existing

access road to the Landfill area located in the easterly portion of the Property and a "Proposed 30' Wide Utility & Access Easement" to the area shown as the "East Array" and (b) a "Proposed 30' Wide Access Easement" to the West Array to the westerly portion of the Property shown as the "West Array", all as more fully depicted on Exhibit 1 (collectively the "*Access Road*", (ii) utility access, including grading, installation of utilities and related rights in, over, under and across the Property and the Access Road . . ."

And substituting the following language: [Update with final plan references]

"together with (i) the non-exclusive right for ingress and egress over the existing Town of Montague access road from and to Turnpike Road, and from the southerly terminus of Sandy Lane over and across (a) the access road to the Landfill area located in the easterly portion of the Property and a "_____' Wide Utility & Access Easement" to the East Array Lease Area, as the same are to be relocated as shown on Exhibit 1 - Revised and (b) a "_____' Wide Access Easement" to the West Array Lease Area as the same are shown on Exhibit 1 - Revised (collectively, the "*Access Road*") and (c) a ____' Wide Utility Easement as the same is shown on Exhibit 1 - Revised, (ii) utility access, including grading, installation of utilities and related rights in, over, under and across the Property and the Access Road . . ."

4. As affected hereby, the Lease shall remain in full force and effect in accordance with its terms.

[The remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date set forth above.

LANDLORD:

TOWN OF MONTAGUE

By: _____

Name:

Title:

Hereunto duly authorized

TENANT:

KEARSARGE MONTAGUE LLC

By Kearsarge Solar LLC, its Manager

By: _____

Name: Andrew J. Bernstein

Title: Manager

Hereunto duly authorized

Exhibit 1 - Revised
Site Plan Property

[Insert Revised Plan]

Consent

Cambridge Savings Bank, as Agent for itself, Cambridge Trust Company (f/k/a Wellesley Bank), and PeoplesBank (collectively the "Lenders") holder of a Leasehold Mortgage, Security Agreement and Assignment of Leases and Rents from Kearsarge Montague LLC in the original principal amount of \$9,900,000.00 dated December 15, 2017 and recorded with the Franklin County Registry of Deeds in Book 7136, Page 9 does hereby consent to this First Amendment to Solar Lease by and between the Town of Montague and Kearsarge Montague LLC.

Cambridge Savings Bank, as Agent

By: _____
Name: Michael R. Kuhn
Title: Senior Vice President
Hereunto duly authorized

AMENDED NOTICE OF SOLAR LEASE

In accordance with the provisions of Massachusetts General Laws (Ter.Ed.) Chapter 183, Section 4, as amended, notice is hereby given of the following described lease:

Parties to Lease:

Landlord: **Town of Montague; and**

Tenant: **Kearsarge Montague LLC**, a Massachusetts limited liability company

Date of Lease: August 21, 2017, as amended by First Amendment to Solar Lease dated as of April __, 2021.

Description of Leased Premises:

See Exhibit A attached hereto and made a part hereof.

Term of Lease:

The Term of the Lease shall commence on the Date of Lease and shall expire on the last day of the month of the twenty-fifth annual anniversary of the Commercial Operation Date, unless terminated earlier pursuant to the provisions of the Lease. The Commercial Operation Date is the date on which testing indicates the System is capable of generating electric energy for four (4) continuous hours measured at the physical location where the System connects to the local utility's electrical grid, using such instruments and meters as have been installed for such purposes and the interconnection to the local utility's electrical grid and all required reviews and approvals have been provided by the local electric utility.

Right of Extension:

Tenant has no option to extend the Term of the Lease.

Ownership of the System:

The System and all alterations, additions, improvements or installations made thereto by Tenant and all Tenant Property used in connection with the installation, operation and maintenance of the System is, and shall remain, the personal property of Tenant ("*Tenant Property*"). Tenant and/or Tenant's Financing Parties, shall be the legal and beneficial owner(s) of the System and Tenant Property at all times. Capitalized terms have the meaning ascribed to them in the Lease.

This Notice of Lease is intended and recorded for notice purposes only as required by Chapter 183, Section 4. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control. This Amended Notice of Solar Lease is being executed and recorded to reflect a change in an appurtenant easement that has been affected by the First Amendment to Solar Lease by and between Landlord and Tenant dated as of April __, 2021.

This Notice of Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures follow on the next page.]

Executed as a sealed instrument this ____ day of April, 2021.

LANDLORD

Town of Montague

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County,

On this ____ day of April, 2021, before me, the undersigned Notary Public, personally appeared the above-named _____, _____ of the Town of Montague, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Notary Public

My commission expires:

TENANT

Kearsarge Montague LLC

By: Kearsarge Solar LLC

Title: Manager

By: _____

Name: Andrew J. Bernstein

Title: Manager

COMMONWEALTH OF MASSACHUSETTS

_____ County,

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared the above-named Andrew J. Bernstein, Manager of Kearsarge Solar LLC, Manager of Kearsarge Montague LLC, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of Kearsarge Montague LLC.

Notary Public

My commission expires:

EXHIBIT A

Turnpike Road
Montague, Massachusetts

Tract I:

EAST ARRAY LEASE AREA

A certain parcel of land bounded and described as follows:

Beginning at a point 202.41 feet southerly of a bound at the southwesterly corner of land now or formerly of Turners Falls Cemetery Association and running thence

S18°-03'-21"E along land now or formerly of The Town of Montague, 504.69 feet to a bound thence;

S66°-50'-01"W, along land now or formerly of The Roman Catholic Bishop of Springfield, 132.73 feet to an iron bar, thence;

S21°-41'-54"E, along last named land, 672.67 feet to an iron pipe, thence;

S65°-00'-40"W, along land now or formerly of Donald Richotte, 80.17 feet to a bound, thence;

S29°-56'-00"W, through land now or formerly of the Inhabitants of The Town of Montague, 197.08 feet to a point, thence;

S51°-17'-02"W, through last named land, 167.49 feet to a point, thence;

N65°-03'-44"W through last named land, 527.04 feet to the point, thence;

N10°-33'-10"W through last named land, 490.50 feet to the point, thence;

N42°-24'-09"E through last named land, 206.61 feet to the point, thence;

N00°-00'-00"W through last named land, 350.15 feet to the point, thence;

N47°-47'-56"E through last named land, 264.12 feet to the point, thence;

N71°-56'-39"E through last named land, 264.35 feet to the point of beginning.

Containing an area of 18.56 acres, more or less.

Tract II:

WEST ARRAY LEASE AREA

A certain parcel of land bounded and described as follows:

Beginning at an iron bar at the southwesterly corner of land now or formerly of land now or formerly of Gregory M. Stewart and running thence

S86°-08'-17"E along last named land, 301.60 feet to a point thence;

S03°-51'-43"W, through land now or formerly of The Inhabitants of The Town of Montague, 269.48 feet to a point, thence;

N89°-51'-47"W, through last named land, 219.41 feet to a point, thence;

S36°-04'-13"W, through last named land, 41.20 feet to a point, thence;

S00°-06'-59"E, through last named land, 460.66 feet to a point, thence;

N15°-33'-33"E, through last named land, 335.06 feet to a point, thence;

N86°-42'-42"W, through last named land, 236.91 feet to an iron bar, thence;

N71°-43'-57"W, along land now or formerly of Mary Sherilyn McKay, 111.24 feet to an iron bar, thence;

N72°-21'-57"W, along last named land, 468.76 feet to a point, thence;

N08°-47'-04"E through land now or formerly of The Inhabitants of The Town of Montague, 1024.74 feet to the point, thence;

S84°-11'-34"E through last named land, 300.00 feet to a bound, thence;

S84°-11'-34"E along land now or formerly of Philip E. St. Germain, 134.62 feet to an iron pipe, thence;

S84°-07'-30"E through last named land, 192.78 feet to a point, thence;

S59°-36'-05"E through land now or formerly of The Inhabitants of The Town of Montague, 67.33 feet to the point of beginning.

Containing an area of 21.74 acres, more or less.

Tract III: LEGAL DESCRIPTION TO BE UPDATED WITH NEW SURVEY/SKETCH PLAN

Together with (i) the non-exclusive right for ingress and egress over the existing Town of Montague access road from and to Turnpike Road, and from the southerly terminus of Sandy Lane over and across (a) the access road to the Landfill area located in the easterly portion of the Property and a “___’ Wide Utility & Access Easement” to the East Array Lease Area, as the same are to be relocated as shown on Exhibit 1 - Revised and (b) a “___’ Wide Access Easement” to the West Array Lease Area as the same are shown on Exhibit 1 – Revised (collectively, the “*Access Road*”) and (c) a ___’ Wide Utility Easement as the same is shown on Exhibit 1 - Revised, (ii) utility access, including grading, installation of utilities and related rights in, over, under and across the Property and the Access Road to be subsequently agreed upon by the Parties in writing, and (iii) to use the surrounding or nearby property owned by Landlord, including the Property, during construction phase for non-exclusive temporary storage and staging of tools, materials, equipment, and for the parking of construction vehicles and equipment in connection with the installation work, each as reasonably necessary for the purpose of installing, operating and maintaining a solar energy generation facility, the sale of energy therefrom, and such other uses as may be necessary or incidental thereto (hereinafter the “*System*”), which Leased Area, Access Road and easements and access described in (i) – (ii) above are collectively referred to hereinafter as the “*Leased Premises*”

The Leased Premises is a portion of the following described premises (the “Property”):

The land in Montague, Franklin County, Massachusetts, situated off Turnpike Road, and being shown as a Lot containing 164.2 ± acres on a plan entitled, “Plan of Land in Montague, Massachusetts, surveyed for The Town of Montague” dated March 9, 2017, prepared by Heritage Surveys, Inc. and recorded with the Franklin County Registry of Deeds in Plan Book 141, Page 34, to which plan reference is hereby made for a more particular description, excepting and excluding Lot A and Lot B on Plan entitled “Sandy Lane Subdivision, Montague, Massachusetts prepared by Heritage Surveys, Inc. dated March 31, 2017, last revised July 11, 2017 recorded in Plan Book 142, Page 28.

Consent

Cambridge Savings Bank, as Agent for itself, Cambridge Trust Company (f/k/a Wellesley Bank), and PeoplesBank (collectively the "Lenders") holder of a Leasehold Mortgage, Security Agreement and Assignment of Leases and Rents from Kearsarge Montague LLC in the original principal amount of \$9,900,000.00 dated December 15, 2017 and recorded with the Franklin County Registry of Deeds in Book 7136, Page 9 does hereby consent to this Amended Notice of Solar Lease by and between the Town of Montague and Kearsarge Montague LLC.

Cambridge Savings Bank, as Agent

By: _____
Name: Michael R. Kuhn
Title: Senior Vice President
Hereunto duly authorized

FIRST AMENDMENT TO SOLAR AND ENERGY STORAGE LEASE

THIS FIRST AMENDMENT TO SOLAR AND ENERGY STORAGE LEASE (this "Amendment") is entered into as of April __, 2021 (the "Effective Date") by and between TOWN OF MONTAGUE, MASSACHUSETTS ("Landlord") and KEARSARGE MONTAGUE BD LLC, a Massachusetts limited liability company ("Tenant", with Landlord the "Parties").

WHEREAS, Landlord and Tenant are the current Parties to that certain Solar and Energy Storage Lease dated as of April 13, 2020, as the same may be amended from time to time (the "Lease"), relating to land identified as Assessors Tax Parcel 21-0-006 (the "Property"), a portion of which is located at the end of Sandy Lane, Montague, Massachusetts as more particularly described in the Lease, as amended by that certain Addendum to Solar and Energy Storage Lease dated as of September 29th, 2020 (the "Leased Premises"); and,

WHEREAS, the Leased Premises include (i) the non-exclusive right for ingress and egress over the existing Town of Montague access road from and to Turnpike Road, and from the southerly terminus of Sandy Lane over and across the "30' Wide Access Easement Book 7136, Page 1 Tract III" (collectively the "Access Road"), and (ii) utility access, including grading, installation of utilities and related rights in, over, under and across the Property and the Access Road; and

WHEREAS, Landlord and Tenant have agreed to amend the Lease by amending the description of the Leased Premises and certain other terms and provisions, as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Lease as follows:

AGREEMENT

1. All capitalized terms used but not defined herein shall have the meanings given to them in the Lease. If there is any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.
2. Landlord acknowledges and agrees that the definition of "Leased Premises", as more particularly delineated in the map attached as Exhibit 1 to the Lease shall be replaced with the revised Exhibit 1- Revised attached hereto:
3. Section 1 of the Lease is hereby amended by deleting the following language:

"Landlord hereby leases to Tenant a portion of the Property comprised of air rights over and property rights necessary to install solar PV panels on canopies supported by poles, or other supports, over a portion of Landlord's land located at the end of Sandy Lane, Montague, Massachusetts containing approximately 9.230± acres, being depicted as the "Center Array Lease Area" shown on a plan entitled ALTA/NSPS LAND TITLE SURVEY PLAN OF LAND IN MONTAGUE,

MASSACHUSETTS SURVEYED FOR KEARSARGE ENERGY LLC prepared by Heritage Surveys, Inc. dated February 20, 2020, a copy of which plan is attached hereto as **EXHIBIT 1**, the "*Leased Area*",

And substituting the following language:

"Landlord hereby leases to Tenant a portion of the Property comprised of air rights over and property rights necessary to install solar PV panels on canopies supported by poles, or other supports, over a portion of Landlord's land located at the end of Sandy Lane, Montague, Massachusetts containing approximately 9.230+ acres, being depicted as the "Center Array Lease Area" shown on a plan entitled ALTA/NSPS LAND TITLE SURVEY PLAN OF LAND IN MONTAGUE, MASSACHUSETTS SURVEYED FOR KEARSARGE ENERGY LLC prepared by Heritage Surveys, Inc. dated February 20, 2020, a copy of which plan is attached hereto as **EXHIBIT 1 - REVISED**, the "*Leased Area*",

Commented [A1]: Update yellow based on updated sketch plan from the surveyor

4. Section 2(a) of the Lease is hereby amended by adding the following language:

"Landlord and Tenant hereby agree that Landlord has the following non exclusive rights of access within the Leased Premises as follows: (i) access and egress to and from including parking beneath the area shown on **Exhibit 1 - Revised** and labelled Parking Canopy Array Area and (ii) access and egress through the Access Way as shown running through the Center Array Area."

Commented [A2]: Update yellow based on updated sketch plan from the surveyor

5. Section 3 of the Lease is hereby amended by deleting the following language:

"In the event the Commercial Operation Date has not occurred within 365 days of the Effective Date, and Tenant has not requested in writing an extension from Landlord, Landlord may terminate this Lease and neither party shall have further recourse at law or in equity."

And substituting the following language:

"In the event the Commercial Operation Date has not occurred by September 30, 2021 within 365 days of the Effective Date, and Tenant has not requested in writing an extension from Landlord, Landlord may terminate this Lease and neither Party shall have further recourse at law or in equity."

Commented [A3]: Track changes from original lease language

6. The term "Decommissioning Bond" used in Section 23 (b) shall mean, at Tenant's option, either a bond or an evergreen letter of credit issued by a qualified financial institution naming Landlord as beneficiary. Landlord and Tenant hereby agree the estimated removal costs are \$41,377.
7. In all other respects the Lease, as herein modified and amended, is hereby ratified and affirmed and shall remain in full force and effect.

8. The provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns (subject to any applicable provisions of the Lease.
9. This Amendment may be executed in one or more counterpart copies, each of which shall be deemed an original.

(Signature Page Follows)

Landlord and Tenant have hereunto executed this Amendment as of the Effective Date.

LANDLORD

TOWN OF MONTAGUE

By: _____
Name:
Title:
Hereunto duly authorized

TENANT

KEARSARGE MONTAGUE BD LLC

By: Kearsarge Solar LLC, its Manager

By: _____
Name: Andrew J. Bernstein
Title: Manager
Hereunto duly authorized

EXHIBIT 1 REVISED

NOTICE OF GROUND LEASE

In accordance with the provisions of Massachusetts General Laws (Ter.Ed.) Chapter 183, Section 4, as amended, notice is hereby given of the following described lease:

Parties to Lease:

Lessor: Town of Montague; and

Lessee: Kearsarge Montague BD LLC, a Massachusetts limited liability company

Date of Lease: April 13, 2020, as amended.

Description of Leased Premises:

See Exhibit A attached hereto and made a part hereof.

Term of Lease:

The Term of the Lease shall commence on the Date of the Lease and, unless terminated earlier pursuant to the provisions of the Lease, shall continue until 11:59 PM on the last day of the month of the twenty-fifth (25th) anniversary of the Commercial Operation Date, as defined in the Lease.

Right of Extension:

Tenant has no option to extend the Term of the Lease.

Property Address: Turnpike Road, Montague, MA

Ownership of the Facility:

Lessor shall have no right, title or interest in the solar energy facility (as defined in the Lease) ("Facility") or any component thereof and Lessee shall be the exclusive owner thereof, except as provided in the Lease.

This Notice of Lease is intended and recorded for notice purposes only as required by Chapter 183, Section 4. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.

This Notice of Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures follow on the next page.]

Executed as a sealed instrument this ____ day of _____, 2021.

LESSOR

Town of Montague

By: _____

Name:

Title:

Commonwealth of Massachusetts

_____ **County**

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared the above-named _____ of the Town of Montague proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of Town of Montague.

Notary Public

My commission expires:

LESSEE

Kearsarge Montague BD LLC

By: Kearsarge Solar LLC

Title: Manager

By: _____

Name: Andrew Bernstein

Title: Manager

Commonwealth of Massachusetts

_____ County

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared the above-named Andrew Bernstein, Manager of Kearsarge Solar LLC, Manager of Kearsarge Montague BD LLC, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of Kearsarge Montague BD LLC.

Notary Public

My commission expires:

EXHIBIT A

Turnpike Road
Montague, Massachusetts

Tract I: - Leased Premises [Update to match final survey]

Air rights over and property rights necessary to install solar PV panels on canopies supported by poles over a parcel of land located at the end of Sandy Lane, Montague, Franklin County, Massachusetts containing approximately 9.230± acres more or less as shown on a plan entitled, "ALTA/NSPS Land Title Survey Plan of Land in Montague, Massachusetts surveyed for Kearsarge Energy, LLC Proposed Conditions", prepared by Heritage Surveys, Inc. Surveyors, dated February 20, 2021, revised April 24, 2021 and attached hereto as **EXHIBIT 1**, which includes the following described land:

CENTER ARRAY LEASE AREA

A certain parcel of land bounded and described as follows:

Beginning at a point S86°39'06"E, 64.00 feet from an iron bar at the southwesterly corner of land now or formerly of SEIP, LTD and running thence S86°39'06"E along last named land, 696.40 feet to a point, thence S24°24'59"W along land of the Inhabitants of the Town of Montague, 100.83 feet to a point, thence S56°05'01" W along last named land, 91.95 feet to a point, thence S02° 37' 58" W along last named land, 41.69 feet to a point, thence S34°22'38" W along last named land, 168.74 feet to a point, thence S00°57'41"E along last named land, 233.28 feet to a point, thence S65°32'43"W along last named land, 60.35 feet to a point, thence S01°28'30"E along last named land, 66.99 feet to a point, thence S62°03'30"W along last named land, 144.28 feet to a point, thence N76°58' 51" W along last named land, 87.51 feet to a point, thence

N36°43'46"W along last named land, 244.48 feet to a point, thence
N73°45'45"W along last named land, 90.13 feet to a point, thence
S63°11'24" w along last named land, 89.45 feet to a point, thence
N90°00'00"W along last named land, 118.82 feet to a point, thence
N32°03'32"W along last named land, 82.06 feet to a point, thence
N38°49'02"E along last named land, 365.27 feet to a point, thence
N17°12'58"E along last named land, 56.16 feet to a point, thence
S77°13'50"E along last named land, 31.38 feet to a point, thence
N11°28'09"E along last named land, 110.00 feet to a point, thence
N89°14' 18" W along last named land, 92.10 feet to a point, thence
N00°45'42"E along last named land, 25.00 feet to a point, thence
S89° 14'18" E along last named land, 50.33 feet to a point, thence
N00°45'42"E along last named land, 22.79 feet to the point of beginning
Containing an area of 9.230± Acres.

Tract II: Access and Egress, Utilities and Staging Area

Together with (i) the non-exclusive right for ingress and egress over the existing Town of Montague access road from and to Turnpike Road, and from the southerly terminus of Sandy Lane over and across the existing access roads including a "Proposed 30' Wide Utility & Access Easement" described in Book 7136, Page 1, Tract III (collectively the "*Access Road*", (ii) utility access, including grading, installation of utilities and related rights in, over, under and across the Property and the Access Road to be subsequently agreed upon by the Parties in writing, and (iii) to use the surrounding or nearby property owned by Landlord, including the Property, during construction phase for non-exclusive temporary storage and staging of tools, materials, equipment, and for the parking of construction vehicles and equipment in connection with the installation work, each as reasonably necessary for the purpose of installing, operating and maintaining a solar energy generation facility, the sale of energy therefrom, and such other uses as may be necessary or incidental thereto (hereinafter the "*System*"), which Leased Area, Access Road and easements and access described in (i) – (iii) above are collectively referred to hereinafter as the "*Leased Premises*"

The Leased Premises is a portion of the following described premises:

The land in Montague, Franklin County, Massachusetts, situated off Turnpike Road, and being shown as a Lot containing 164.2 \pm acres on a plan entitled, "Plan of Land in Montague, Massachusetts, surveyed for The Town of Montague" dated March 9, 2017, prepared by Heritage Surveys, Inc. and recorded with the Franklin County Registry of Deeds in Plan Book 141, Page 34, to which plan reference is hereby made for a more particular description.

**COMMONWEALTH LAND TITLE INSURANCE COMPANY
AFFIDAVIT/INDEMNITY**

The undersigned, being duly sworn according to law, deposes and says:

1. I am _____
of the Town of Montague, which is the owner of the property located off Turnpike Road, Montague, Massachusetts a portion of which (the "Property") has been leased to Kearsarge Montague BD LLC; and
2. In my capacity as such I am familiar with the management and operation of the Property.
3. There are no tenancies, leases, subleases, occupancies or parties in possession of the Property other than Kearsarge Montague BD LLC.
4. That there have been no improvements, repairs, additions or alternations performed upon said Property within the past 93 days by the Town of Montague; that the Town of Montague has not entered into any agreement or contract with any party for the furnishing of any labor, services or material in connection with any improvements, and that there are not parties actually known to Town of Montague who have any claim or right to a lien for services, labor or material in connection with any improvements, repairs, additions or alterations on said Property.
5. Town of Montague has neither executed nor given authority to anyone else to execute on its behalf, any deed, deed of trust, mortgage, lease, contract of sale of other instrument that might affect the title to the Property, except matters of record.
6. This affidavit is given to induce Commonwealth Land Title Insurance Company to issue its policy/policies of title insurance insuring Kearsarge Montague BD LLC and 1st Source Bank, as lender, on the Property; with full knowledge that Commonwealth Land Title Insurance Company will be relying upon the statements contained herein. That in consideration of Commonwealth Land Title Insurance Company issuing its policy/policies effective as of the date of closing without making exception therein of matters which may arise between the date of closing and the date documents creating the interest being insured have been filed for record and which matters may constitute an encumbrance on or affect the title, we agree to promptly remove, bond or otherwise dispose of any encumbrance, lien or objectionable matters which may arise or be filed, as the case may be, against the Property as a result of any act or omission of the undersigned during the period of time between the date of the title commitment issued by Commonwealth Land Title

Insurance Company, which is January 30, 2021 and the date of recording of all closing instruments.

Subscribed and sworn to this __ day of April, 2021.

Name:

Title:

On behalf of the Town of Montague

CENTER ARRAY LEASE AREA – PARCEL CALA1

A certain parcel of land bounded and described as follows:

Commencing at a point S86°39'06"E, 124.29 feet from an iron bar at the southwesterly corner of land now or formerly of SEIP, LTD to a point, thence

S17°11'48"W along land of the Inhabitants of the Town of Montague, 53.36 feet to the True Point of Beginning;

Thence continuing S17°11'48"W along last named land, 50.37 feet to a point;

thence S11°46'33"W along last named land, 46.96 feet to a point;

thence S88°58'56"W along last named land, 33.26 feet to a point;

thence S18°22'01"W along last named land, 60.21 feet to a point;

thence S38°03'04"W along last named land, 356.22 feet to a point;

thence S32°03'48"E along last named land, 81.61 feet to a point;

thence S90°00'00"E along last named land, 117.05 feet to a point;

thence N63°11'24"E along last named land, 27.70 feet to a point;

thence S90°00'00"E along last named land, 142.17 feet to a point;

thence S41°15'31"E along last named land, 52.27 feet to a point;

thence S36°01'11"E along last named land, 168.82 feet to a point, said point being the beginning of a non-tangent curve concave Northerly having a radius of 125.00 feet, a radial line to said point bears S76°56'11"E;

thence southeasterly and easterly along said curve and last named land, through a central angle of 54°59'55", an arc length of 119.99 feet to a point;

thence, non-tangent from said curve, N85°53'14"E along last named land, 26.64 feet to a point;

thence N63°36'41"E along last named land, 62.00 feet to a point;

thence N46°40'01"E along last named land, 79.92 feet to a point;

thence N18°59'04"E along last named land, 64.39 feet to a point;

thence N12°15'21"W along last named land, 168.86 feet to a point;

thence N24°14'30"E along last named land, 78.68 feet to a point;

thence N47°00'58"E along last named land, 122.15 feet to a point;

thence N10°49'57"E along last named land, 89.88 feet to a point;

thence N42°38'53"E along last named land, 45.24 feet to a point;

thence N00°00'00"E along last named land, 35.85 feet to a point;

thence N90°00'00"W along last named land, 156.72 feet to a point;

thence N86°42'45"W along last named land, 150.53 feet to the beginning of a tangent curve concave southeasterly, having a radius of 10.00 feet to a point;

thence westerly, southwesterly and southerly along said curve and last named land, through a central angle of 85°31'27" an arc length of 14.93 feet to a point;

thence, non-tangent to said curve, N90°00'00"W along last named land, 63.05 feet to a point;

thence N46°40'10"W along last named land, 39.54 feet to the beginning of a tangent curve concave southwesterly and having a radius of 40.00 feet to a point;

thence northwesterly and westerly along said curve and last named land, through a central angle of 29°41'57" an arc length of 20.73 feet to a point;

thence, tangent to said curve, N76°22'07"W along last named land, 130.14 feet to a point;

thence N87°46'05"W along last named land, 17.96 feet to the True Point of Beginning.

Containing 7.910 Acres, more or less.

CENTER ARRAY LEASE AREA – PARCEL CALA2

A certain parcel of land bounded and described as follows:

Commencing at a point S86°39'06"E, 35.00 feet from an iron bar at the southwesterly corner of land now or formerly of SEIP, LTD to a point, thence

S00°00'00"W along land of the Inhabitants of the Town of Montague, 10.83 feet to the True Point of Beginning;

thence S00°00'00"W along last named land, 20.00 feet to a point;

thence S90°00'00"E along last named land, 85.15 feet to the beginning of a tangent curve concave southerly having a radius of 28.00 feet;

thence easterly along said curve, and last named land, through a central angle of 13°49'49" an arc length of 6.76 feet to a point;

thence tangent to said curve S76°10'11"E along last named land, 130.44 feet to a point, said point being the beginning of a non-tangent curve concave southerly having a radius of 178.50 feet a radial line to said point bears N15°04'11"E;

thence easterly along said curve and last named land, through a central angle of 6°49'22" an arc length of 21.26 feet to a point;

thence, non-tangent from said curve, S61°04'55"E along last named land, 24.32 feet to a point;

thence S51°27'19"E along last named land, 8.46 feet to a point;
thence S86°40'25"E along last named land, 378.24 feet to a point;
thence N03°23'45"E along last named land, 40.83 feet to a point;
thence N86°36'19"W along last named land, 355.70 feet to a point;
thence N03°39'16"E along last named land, 13.85 feet to a point;
thence N86°16'01"W along last named land, 107.29 feet to a point;
thence N79°21'00"W along last named land, 59.25 feet to a point;
thence N85°43'16"W along last named land, 55.27 feet to a point;
thence N90°00'00"W along last named land, 71.96 feet to the True Point of Beginning.*
Containing 0.534 Acres, more or less.

Total Center Array Lease Area = 8.444 Acres, more or less.

**ANNUAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
MAY 22, 2021**

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet at the Franklin County Technical School, 82 Industrial Boulevard, Turners Falls, Massachusetts, on Saturday, May 22, 2021, at 8:00 A.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1: To see if the Town will vote to receive and act upon the reports of the Officers of the Town and to receive the report of any committees and act thereon.

ARTICLE 2: To see if the Town will vote to authorize the Selectboard, or other Town departments with the approval of the Selectboard, to apply for and accept grants from the Federal Government, Commonwealth of Massachusetts, or any other source, and to expend the same for purposes received without further appropriation, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 3: To see if the Town will vote to amend Section 7 of Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, by creating a new Airport Fuel Revolving Fund for the Fiscal Year beginning July 1, 2021, with the changes as shown in **bold** below; and to establish an annual spending limit of \$160,000 for said Airport Fuel revolving fund, and which funds may be expended without further appropriation for the purposes defined therein, with such expenditure limits to be applicable for each fiscal year until such time as Town Meeting votes, prior to July 1 for the ensuing fiscal year, to increase the same; provided, however, that in accordance with state law, the Selectboard, with the approval of the Finance Committee, may increase the limit for that fiscal year only, 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:

<u>Revolving Fund</u>	<u>Spending Authority</u>	<u>Revenue Source</u>	<u>Allowed Expenses</u>
Hazardous Materials Response Planning	SARA Title III Comm	Fees collected from individuals responsible for oil and hazardous	For the purpose of cleaning up oil and hazardous material spills

Committee (a.k.a.
SARA Title III
Committee)

material spills

Airport Fuel

Airport Manager

**Fees from sale of
Airport fuel**

**Purchase of Airport
fuel to be sold and
used at the Airport**

- (b) Expenditures from each revolving fund shall be subject to the limitations established by Town Meeting, and to any additional limitations as otherwise set forth in Massachusetts General Laws Chapter 44, Section 53E½.

(Airport Manager)

ARTICLE 4: To see if the Town will vote to fix the salaries of all elected officials as required by law for the fiscal year beginning July 1, 2021, as set forth in Schedule I, Elected Officials, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374/Annual-Budget-Information> or pass any vote or votes in relation thereto.

ARTICLE 5: To see if the Town will vote to fix the salaries of all appointed officials as required by law for the fiscal year beginning July 1, 2021, as set forth in Schedule II, Appointed Officials, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374/Annual-Budget-Information> or pass any vote or votes in relation thereto.

ARTICLE 6: To see if the Town will vote to acquire and accept, by donation, from Millers River Cemetery Corporation, or the current owner, all of the real property known as the Highland Cemetery, containing 7.393 acres, more or less, located at Millers Falls Road, Montague, and shown as Parcel 28-0-13; and further, to acquire and accept, by donation, all of the personal property, funds and accounts of said Millers River Cemetery Corporation owned, maintained and used in connection with the ownership and operation of the Highland Cemetery; and to authorize the Selectboard to take all actions and execute all documents necessary and appropriate for said acquisition and acceptance, or pass any vote or votes in relation thereto.

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$10,775,731, or any other amount, for the maintenance of the several departments of the Town, said sums to be allocated in accordance with Schedule III, Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374/Annual-Budget-Information> and for any other necessary changes, or pass any vote or votes in relation thereto.

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$2,586,971, or any other amount, for the purpose of operating the Water Pollution Control Facility and associated pumping stations, said sums to be allocated in accordance with Schedule IV, WPCF Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374/Annual-Budget-Information>, or pass any vote or votes in relation thereto.

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$78,950, or any other amount, for the purpose of funding the operations, maintenance, and debt service of the Colle Building, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 10: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$206,164, or any other amount, for the purpose of operating the Turners Falls Airport, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$1,221,005, or any other amount, for the purpose of paying the Franklin County Technical School District for Montague's share of the assessment for the yearly operation of the Franklin County Technical School, or pass any vote or votes in relation thereto.

(Franklin County Technical School Request)

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$10,950,854, or any other amount, for the purpose of paying the Gill-Montague Regional School District for Montague's share of the assessment for the yearly operation of the Gill-Montague Regional Schools, or pass any vote or votes in relation thereto.

(Gill-Montague Regional School District Request)

ARTICLE 13: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$13,130, or any other amount, for the purpose of utility valuation appraisal services, or pass any vote or votes in relation thereto.

(Board of Assessors Request)

ARTICLE 14: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$190,000, or any other amount, for the following school building related projects and any and all incidental and related costs, or to pass any vote or votes in relation thereto.

A. \$55,000 to repair the Hillcrest Façade

- B. \$45,000 to repair the Sheffield Façade
- C. \$90,000 to update the Sheffield fire alarm system
(GMRSD Request)

ARTICLE 15: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$56,511, or any other amount, for the purpose of resurfacing the tennis courts at the Turners Falls High School, including any and all incidental and related costs, or to pass any vote or votes in relation thereto.
(GMRSD Request)

ARTICLE 16: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$100,000, or any other amount, for the purpose of purchasing, equipping, and making major repairs to DPW vehicles and equipment, including any and all incidental and related costs, or pass any vote or votes in relation thereto.
(Department of Public Works Request)

ARTICLE 17: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$250,000, or any other amount, for the purpose of purchasing and equipping a six wheel dump truck with plow and sander, including any and all incidental and related costs, or to pass any vote or votes in relation thereto.
(Department of Public Works Request)

ARTICLE 18: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$75,000, or any other amount, for the following Town projects and any and all incidental and related costs, or to pass any vote or votes in relation thereto.

- A. \$25,000 Unsafe Unhealthy Buildings
- B. \$25,000 for Unexpected Engineering Services
- C. \$25,000 for Bid/Project Overrun

(Town Administrator and CIC Requests)

ARTICLE 19: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,000, or any other amount, for the purpose of a Building Assessment and Capital Plan Study, including any and all incidental and related costs, or to pass any vote or votes in relation thereto.
(CIC Request)

ARTICLE 20: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$32,500, or any other amount, for the purpose of a Phase II Environmental Study for 500 Avenue A, including any and all incidental and related costs, or to pass any vote or votes in relation thereto.

(Town Planner Request)

ARTICLE 21: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$100,670, or any other amount for the purpose of reimbursing the Town for costs associated with the establishment and operation of 253 Farmacy, or pass any vote or votes in relation thereto.

- A. \$14,012 to reimburse the Town for costs associated with the establishment and operation of 253 Farmacy
- B. \$5,538 to reimbursing the Turners Falls Fire District for costs associated with the establishment and operation of 253 Farmacy
- C. \$6,120 for police training relative to cannabis
- D. \$75,000 for school substance abuse prevention programs

(Town Administrator Request)

ARTICLE 22: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto. (NOTE: Does SB want 1st line as separate article?)

Fund	Amount (\$)
WPCF Capital Stabilization Fund (from WPCF RE)	180,000
Town Capital Stabilization Fund (from Taxation)	127,690
OPEB Trust Fund (from Taxation)	50,000
GMRSD Stabilization Fund (from Taxation)	39,890
Total:	397,580

ARTICLE 23: To see if the Town will vote to authorize the Selectboard to acquire by gift, purchase and/or eminent domain, an easement across the FirstLight Canal for the placement of a new 5th Street pedestrian bridge, southerly of the existing 5th Street vehicular bridge and the 1880 County Layout, and permanent and temporary construction easements at the western and eastern termini of the new pedestrian bridge as may be needed for support, access, bridge appurtenances, and for the purpose of constructing the bridge, and for all purposes incidental and related thereto, all as shown on a plan entitled "Easement Plan Canal Street & Fifth Street Bridge," dated _____, 2021, prepared by Sherman & Frydryk, as said plan may be amended, a copy of which plan is on file with the Town Clerk, and such other permanent and temporary easements adjacent to and within 500 feet of said easements, and further to see if the Town will

vote to raise and appropriate, transfer from available funds or borrow the sum of \$X, or any other amount, to fund such acquisitions; or pass any vote or votes in relation thereto.

ARTICLE 24: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$5,000, or any other amount for the purpose of joining the Pioneer Valley Mosquito Control District, or pass any vote or votes in relation thereto.

ARTICLE 25: Petitioned Article

**A Resolution in Opposition to State Subsidies and & Incentives
for Biomass Plants**

WHEREAS, the Town Meeting of Montague is committed to ensuring and safeguarding the health, safety, and environment of the residents in our community, and

WHEREAS, wood-burning biomass plants are a highly polluting form of energy generation, know to release pollutants including fine particulate matter, volatile organic compounds, nitrogen oxides, carbon monoxide, and carbon dioxide, and

WHEREAS, the Commonwealth adopted science-driven Renewable Portfolio Standard (RPS) regulations in 2012 recognizing that wood-burning power plants emit more carbon dioxide than fossil fuel power plants per unit of energy generated, and

WHEREAS, if the weakened RPS regulations proposed in December 2020 by the Massachusetts Department of Energy Resources (DOER) go into effect, Massachusetts subsidies and incentives would be available for inefficient large-scale biomass power plants, and

WHEREAS, the proposed RPS regulations would wrongly incentivize and directly subsidize the construction of a large-scale wood-burning biomass plant proposed by Palmer Renewable Energy in Springfield, an Environmental Justice community already heavily burdened by industrial air pollution and by record-setting rates of asthma and other respiratory illnesses, and

WHEREAS, our Town Meeting stands in solidarity with the residents of the City of Springfield, and the Springfield City Council, which passed a resolution on December 21, 2020, opposing Massachusetts state subsidies and incentives for wood-burning biomass plants,

NOW, THEREFORE BE IT RESOLVED, that Montague Town Meeting opposes any state subsidies or incentives for commercial wood-burning biomass plants in the Commonwealth of Massachusetts, and

BE IT FURTHER RESOLVED, that Montague Town Meeting calls upon the Massachusetts DOER to revise the proposed RPS regulations by returning the woody biomass provisions to their previous, science-based language, and

BE IT FURTHER RESOLVED, that Montague Town Meeting urges its State Legislative Delegation to support legislation in the forthcoming session of the Massachusetts General Court to remove and bar taxpayer and ratepayer incentives for commercial biomass power plants in the Commonwealth of Massachusetts, and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to our municipality's State Legislators, as well as Governor Charles Baker, DOER Commissioner Patrick Woodcock, and the Co-Chairs of the Joint Committee on Telecommunications, Utilities, and Energy Committee, Senator Mike Barrett and Representative Jeff Roy.

ARTICLE 26: To see if the Town will vote to approve the following bylaw, or pass any vote or votes in relating thereto.

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' (Donald 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')

(Montague Tree Advisory Committee Request)

ARTICLE 27: To see if the Town will vote to amend Section 7 of Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, by creating a new Montague Tree Fund for the Fiscal Year beginning July 1, 2021, with the changes as shown in **bold** below; and to establish an annual spending limit of \$5,000 for said Montague Tree Fund revolving fund, and which funds may be expended without further appropriation for the purposes defined therein, with such expenditure limits to be applicable for each fiscal year until such time as Town Meeting votes, prior to July 1 for the ensuing fiscal year, to increase the same; provided, however, that in accordance with state law, the Selectboard, with the approval of the Finance Committee, may increase the limit for that fiscal year only, 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:

<u>Revolving Fund</u>	<u>Spending Authority</u>	<u>Revenue Source</u>	<u>Allowed Expenses</u>
Hazardous Materials Response Planning Committee (a.k.a. SARA Title III Committee)	SARA Title III Comm	Fees collected from individuals responsible for oil and hazardous material spills	For the purpose of cleaning up oil and hazardous material spills
Montague Tree Fund	Tree Warden	Fees received under the Public Tree Protection Bylaw	Tree planting and maintenance consistent with the Public Tree Protection Bylaw

(b) Expenditures from each revolving fund shall be subject to the limitations established by Town Meeting, and to any additional limitations as otherwise set forth in Massachusetts General Laws Chapter 44, Section 53E½.

(Montague Tree Advisory Committee Request)

Given under our hands this ____ day of May in the Year of Our Lord Two Thousand and Twenty One.

Michael Nelson

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Franklin, ss Montague, MA April ____, 2021

Pursuant to the within warrant, I have warned the Inhabitants of the Town of Montague by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least seven days before said meeting as within directed.

Constable of Montague

30B PURCHASING AGREEMENT FOR SUPPLIES & SERVICES

TOWN OF MONTAGUE

AGREEMENT between the TOWN of Montague, a Massachusetts municipal corporation with a usual place of business at TOWN Hall, 1 Avenue A, Turners Falls, Massachusetts 01376, acting through its Selectboard (TOWN), and Harold L. Eaton & Associates, doing business at 235 Russell St., Hadley, MA City/Town 01035, [zip] (COMPANY).

WHEREAS:

- A. The TOWN solicited submission of formal bids [or proposals] for [describe the product, supply or service] (SUPPLIES); and
- B. The COMPANY submitted a bid [or proposal] to provide and deliver the SUPPLIES, and the TOWN has awarded the contract to the COMPANY;

NOW THEREFORE, the TOWN and the COMPANY for mutual consideration agree as follows:

- 1. The COMPANY shall provide and deliver to the TOWN the following:

**Surveying of Montague Center Park
School & Station St.'s, Montague, MA.**

as set forth in the Invitation for Bids [or Request for Proposals] and Specifications [and Proposal, if applicable], as well as all necessary or incidental services.

- 2. **Payment.** The TOWN agrees to pay to the COMPANY the sum of \$ 3,000.00 as set forth in the Bid [or Price Proposal or negotiated cost]. The COMPANY shall submit to the TOWN, upon completion of the delivery of the SUPPLIES unless otherwise provided by the Specifications, invoices for payment for the SUPPLIES. The TOWN shall make payments within thirty (30) days after its receipt and approval of the invoice.

3. **Contract Documents.** The contract documents consist of this Agreement, the Invitation for Bids [or Request for Proposals], Exhibit A; Specifications [and Proposal, if applicable], Exhibit B; the Bid [or Price Proposal], Exhibit C; and Award, Exhibit D; and all addenda issued prior to execution of this Agreement. The contract documents constitute the agreement between the TOWN and the COMPANY, except for modifications issued after execution of this Agreement; and all are as fully a part of this Agreement as if attached. In the event of conflicting provisions, the language of this Agreement shall govern, provided, if the conflict relates to quantity or quality of the SUPPLIES the greater quantity or higher quality specified shall be required.
4. **Contract Term.** The COMPANY agrees to commence its obligations upon the date of execution of this Agreement by the TOWN and to complete its obligations immediately as set forth in the specifications [or on or before June 30, 2021], time being of the essence. The Company shall deliver FOB to the Department of N/A at the location set forth in the Specifications.
5. **Claims.** The COMPANY shall be responsible for and pay all claims for damages resulting from failure to furnish such SUPPLIES as provided by the Agreement; and it will conform to the determination of the TOWN relative to the suitability and quantity and quality of the SUPPLIES provided.
6. **Laws.** This Agreement is made subject to all applicable laws of the Commonwealth of Massachusetts; and if any provision of this Agreement does not conform to such laws, such provision of the Agreement shall be void and the applicable provision of the General Laws shall be operative. Any suit shall be filed in the Franklin County Superior Court or the Greenfield District Court.
7. **Provision and Delivery of the SUPPLIES.** The COMPANY shall furnish all equipment, staffing, and materials to provide the SUPPLIES in strict conformity with all applicable federal, state, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals or permits as required for the provision and delivery of the SUPPLIES.
8. **Warranty.** The COMPANY guarantees that the SUPPLIES sold are merchantable and are fit for the purpose for which they are being purchased, are of uniform quality and consistency and absent from any latent defects, and are in conformity with any sample, which may have been presented to the TOWN. The

COMPANY shall replace, repair, or make good, without cost to the TOWN, any defects or faults arising within one (1) year after the date of the TOWN's acceptance of the SUPPLIES furnished (acceptance not to be unreasonably delayed).

9. **Multiple Years.** If the Contract term is for more than one year, the Agreement is subject to annual appropriation by the TOWN.
10. **Indemnification of the TOWN.** The TOWN's liability shall be limited to the amounts due the Company for the SUPPLIES actually delivered. The COMPANY shall indemnify and defend and hold harmless the TOWN, its officers, boards, agents, and employees from any liability, loss charge, or expense resulting from any employees or third-party contractor or supplier's claim for payment for wages, labor, goods, materials or services rendered to the COMPANY or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the COMPANY or any of its agents or employees, and will pay promptly on demand all costs and expenses of any investigations, including attorney's fees and expenses. If any such claim is made, the TOWN may retain out of any payments due, then or thereafter, to the COMPANY, a sufficient amount to protect the TOWN against such claims, costs, and expenses.
11. **COMPANY's Warranty and Standard of Care.** The COMPANY warrants that it shall provide and deliver the SUPPLIES in conformity with the standard of professional skill and care applicable to established providers of the SUPPLIES. The COMPANY warrants and represents that it is familiar with the provision and delivery of the SUPPLIES specified.
12. **COMPANY 's Personnel.** The COMPANY shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the TOWN, except where appropriate, for example, the delivery of the SUPPLIES by a common carrier such as the U.S. Postal Service, FedEx, UPS, or the like.
13. **Independent Contractor.** The COMPANY is an independent contractor and is not an agent or employee of the TOWN and is not authorized to act on behalf of the TOWN. The TOWN will not withhold federal, state or payroll taxes of any kind on behalf of the COMPANY or its employees. The COMPANY and/or its employees

are not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the TOWN.

14. **Successors.** This Agreement is binding upon the parties and their successors. Neither the TOWN nor the COMPANY shall assign or transfer any interest in the Agreement without the written consent of the other.
15. **Inspection and Reports.** The TOWN shall have the right at any time to inspect the records of the COMPANY relative to such SUPPLIES provided to the TOWN pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the COMPANY whether situated within or beyond the limits of the TOWN. Upon request, the COMPANY shall immediately furnish to the TOWN any and all written reports relative to such SUPPLIES arising out of its operations under this Agreement during and/or after the termination of the Agreement.
16. **Termination.**
 - a. **For Cause.** The TOWN shall have the right to terminate this Agreement:
(i) if the COMPANY neglects or fails to perform or observe any of its obligations and a cure is not effected by the COMPANY within seven (7) days next following its receipt of a notice of breach, non-performance, or poor performance issued by the TOWN; (ii) if an order is entered against the COMPANY approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the COMPANY shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation, or dissolution relating to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the COMPANY's property.

The TOWN shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. **For Convenience.** The TOWN may terminate this Agreement at any time for any reason upon submitting to the COMPANY thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the COMPANY shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the TOWN's termination notice. The COMPANY shall promptly notify the TOWN of costs incurred to date of termination, and the TOWN shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due under this Agreement.
 - c. **Return of Property.** Upon termination, the COMPANY shall immediately return to the TOWN, without limitation, all documents and items of any nature whatever, supplied to the COMPANY by the TOWN or developed by the COMPANY in accordance with this Agreement.
- 17. **Notice.** Any and all notices 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, to the parties at the address set forth on Page 1, or furnished from time to time in writing by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed when deposited with the United States Postal Service or if sent by private overnight or other delivery service.
- 18. **Severability.** If any term or condition of this Agreement or its application shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the legality and the enforceability of the remaining terms and conditions of the Agreement shall not be deemed affected, unless one or both parties would be substantially or materially prejudiced.
- 19. **Other Terms or Conditions.**
 - Setting of any perimeter pins
 - Preparation of plans in CAD format and/or product suitable for recording at the Franklin County Registry of Deeds

IN WITNESS WHEREOF, the TOWN and the COMPANY, by their authorized officers, have executed this Agreement this _____, day of _____, 2021.

TOWN OF MONTAGUE

Harold L. Eaton & Associates

By: _____

Its Selectboard Chair

By: George H. Cooke

Its Duly Authorized Officer

GEORGE H. COOKE
(Print Name)

Date: 3/22, 2021

Approved as to availability of funds:

Town Accountant