

JOINT SELECTBOARD and BOARD OF HEALTH MEETING

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: <https://us02web.zoom.us/j/86007356753>

Meeting ID: 860 0735 6753 **Password:** 846014

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

Monday, June 14, 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: June 7, 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. 6:34 COVID-19 Updates and Action Items
 - Update on Montague COVID case counts
 - Open Meeting Law Updates and Decisions
 - Hybrid Meeting Option
 - Mask Policy During Public Meetings
 - DPH Shared Services Grant Opportunity
6. 6:50 Personnel Board
 - Appoint William Codington, Tree Advisory Committee until June 30, 2022 (Replacing Roberta Potter)
 - Appoint Luke Timberlake, Airport Operations Manager, Grade A, Step 6, 19 hours/week, effective 7/1/21
 - Approve Cell Phone Stipend Request for Luke Timberlake, \$5.77/week
 - Approve Cell Phone Stipend request for Bill Ketchen, \$5.77/week
 - Review and approve amended Library Directors Job Description
 - Resignation of Melissa Brown, 911 Police Dispatcher effective 5/24/21
 - Appoint Robin Wells, 911 Police Dispatcher, NAGE Grade B, Step 2, 37.69 hours/week, effective 7/1/21
 - Chief Williams: Request permission to work 10 more details this year
7. 7:00 Annie Levine, Great Falls Apple Corps
 - Use of Public Property: Placement of a community fridge, where 109 & 111 Avenue A meet

**JOINT SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE
Monday, June 14, 2021
Page 2**

8. 7:10 Walter Ramsey, Town Planner
- Execute Agriculture Preservation Restriction for 35 acres of prime farmland off Old Greenfield and Ferry Road, (Map 39-Lot 37) pursuant to recommendation from the Conservation Commission
 - Execute contract with Weston and Sampson Engineers for 500 Avenue A Phase II Environmental Site Assessment. Contract sum not to exceed \$32,500. Contract to be effective July 1, 2021.
 - Selectboard comments for ZBA Special Permit Hearing #21-03 31 Montague Ave. Town is abutter to proposed residential addition within the zoning setback.
 - Announce new Avenue A benches and flashing crosswalks signs installed at Unity Park using MassDOT Shared Streets funding.
9. 7:30 Agreement between the Town and FirstLight MA Hydro LLC related to the exchange and release of easements and construction of a new 5th Street pedestrian bridge
10. 7:40 ARPA State and Local Fiscal Recovery Funds (Steve Ellis)
- Montague's allocations and allowable uses of American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). Total funds available are \$2,454,623 (Montague Town allocation = \$859,538; Montague County Reallocation \$1,595,085).
 - Provide the Town Administrator with authorization to file for Montague's first 50% share of available ARPA CSLFRF grant funding, \$1,227,312.
11. 7:50 Town Administrator's Report
- Update on EPA Removal Action at 11 Power Street (Former site of Railroad Salvage)
 - Municipal Budget Priorities
 - Execute MOU with FCSWMD for Hauling Services effective 7/1/21
 - Upper Pioneer Valley Veterans' Services District and VA Central Western Mass Healthcare System Open House and Official Dedication to introduce a new collaborative initiative designed to allow veterans more access to VA healthcare 6/21/21, 10AM – 11AM
 - Topics not anticipated in 48 hour posting

Upcoming Meetings:

- Selectboard Meeting, **MONDAY, June 14, 2021, 6:30 PM** via Zoom

WendyB-Montague Board of Selectmen

From: StevenE - Montague Town Administrator
Sent: Wednesday, June 9, 2021 11:58 AM
To: WendyB-Montague Board of Selectmen
Subject: SB Agenda 6/14

Under TA Business, please...

Discuss DPH Shared Services Grant Opportunity

Steven Ellis
Montague Town Administrator
One Avenue A
Turners Falls, MA 01376
413-863-3200 x110
www.montague-ma.gov

Pronouns: Him/His (or just call me Steve)

6A

Name: CODINGTON, William

MONTAGUE APPOINTED OFFICIAL

NAME: William Codington

DATE: 6/14/2021

COMMITTEE: Tree Advisory Committee

TERM: 1 Year

TERM EXPIRATION: 6/30/2022

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 06/14/21

CODINGTON, William personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Tree Advisory Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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

William Codington
14 Randall Road
Montague, MA 01351
b@billcodington.com

June 9, 2021

Town of Montague Selectboard
1 Avenue A
Turners Falls, MA 01376

Dear Members of the Selectboard,

I am writing to you today to ask for a position on the Montague Tree Advisory Committee. I feel I can be a useful addition to this committee. The project of restoring the towns street trees has many benefits. With the tree planting grants happening it seems like a good time to sign up,

I have been planting trees for my own purposes for something like 30 years so I have some idea what I am doing. Thank you for your consideration.

Sincerely,

Town of Montague Personnel Status Change Notice New Hires

Employee # 1939Board Authorizing **Appointment**: _____ Meeting Date: _____

Authorized Signature: _____

Board Authorizing **Wages**: _____ Meeting Date: _____

Authorized Signature: _____

General Information:

Full name of employee: Luke Timberlake Department: Airport
 Title: Operations Manager Effective date of hire: 7/1/2021

New Hire:

Permanent: X Y _____ N If temporary, estimated length of service: _____
 Hours per Week: 19 Union: NONE

Wages:Union: NONEWages: Grade A Step 6 Wage Rate: \$17.09 (annual/ hourly)**Notes:****Rate to increase to A8 / \$17.86 upon getting Airport Managers License****Copies to:**

_____ Employee

_____ Treasurer

_____ Town Clerk

_____ Department

_____ Accountant

_____ Board of Selectmen

_____ Retirement Board

6c

CELL PHONE STIPEND AUTHORIZATION REQUEST

Application Date: 6/8/2021

Employee Name:

Luke Timberlake

Department:

AIRPORT

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

40 % (weekly)

50-60 % (monthly)

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

Airport emergencies, snow removal, storm cleanup, fuel services to aircraft, security gate malfunctions, wildlife activity on runway, customer assistance.

** THIS IS AN AIRPORT COMMISSION REQUEST **

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

If yes, estimate how many minutes per month? 300 +/-

Reserved for use by Board of Selectmen:

Approved by Selectmen: ☐

Effective Date: _____

Disapproved by Selectmen: ☐

Voted: _____

**CELL PHONE STIPEND
AUTHORIZATION REQUEST**

Application Date: 6/9/21

Employee Name:
WILLIAM KETCHEN

Department:
BUILDING

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

50 % (weekly)

50 % (monthly)

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

I'M OUT OF THE OFFICE FOR DIFFERENT TYPES OF INSPECTIONS AND NEED TO BE ABLE TO CONTACT AND BE CONTACTED BY DIFFERENT DEPTS SUCH AS FIRE, AND HEALTH AND CONTRACTORS

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

If yes, estimate how many minutes per month? _____

Reserved for use by Board of Selectmen:

Approved by Selectmen: ☐

Effective Date: _____

Disapproved by Selectmen: ☐

Voted: _____

Town of Montague Personnel Status Change Notice

Authorized Signature: _____ Employee # _____
Chief of Police: [Signature]

General Information:

Full name of employee: Melissa Brown Department: Police
Title: Dispatcher Effective date of change: 5/24/21

New Hire:

Permanent: Y N If temporary, estimated length of service: _____
Hours per Week: _____ Union: _____
Pay: Grade _____ Step _____ Wage Rate: _____
Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: _____
Old Pay: Grade _____ Step _____ Wage Rate: _____ (annual/hourly)
New Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)
Notes: _____

Termination of Employment:

Resignation: X Layoff: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____
_____ Unpaid Sick Leave Termination Date: _____
_____ Other/Specify: _____ Termination Date: _____

Copies to:

_____ Employee _____ Department _____ Board of Selectmen
_____ Treasurer _____ Accountant _____ Retirement Board

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Town of Montague Personnel Status Change Notice

Authorized Signature: _____ Employee # _____

Chief of Police: [Signature]

General Information:

Full name of employee: Robin Wells Department: Police
Title: 911 Police Dispatcher Effective date of change: 7-1-21

New Hire:

Permanent: ☒ Y ☐ N If temporary, estimated length of service: _____
Hours per Week: 37.69 Union: NAGE
Pay: Grade B Step 2 ^(New step) Wage Rate: 18.26/hr
Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: _____
Old Pay: Grade _____ Step _____ Wage Rate: _____ (annual/hourly)
New Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)
Notes: _____

Termination of Employment:

Resignation: _____ Layoff: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____
_____ Unpaid Sick Leave Termination Date: _____
_____ Other/Specify: _____ Termination Date: _____

Copies to:

_____ Employee _____ Department _____ Board of Selectmen
_____ Treasurer _____ Accountant _____ Retirement Board

Robin Wells

Turners Falls, MA
robinwells97_qvs@indeedemail.com
(603)757-3632

Authorized to work in the US for any employer

Work Experience

Renewal Coordinator

The Center for Responsive Schools - Turners Falls, MA
March 2019 to Present

I work with schools and district leaders to set up professional development for their educators.

- Administrative Duties
- Customer Service
- Data Entry
- Shipping

Senior Business Banking Underwriter

People's United Bank - Brattleboro, VT
June 2010 to Present

- Analyze business and personal financials
- Check credit worthiness
- Completing loan write-ups
- Administrative duties
- Customer Service
- Compliance and regulations
- Team training
- Testing of new/developing software
- Developing processes and procedures

Promoter

SAGA Communications - Northampton, MA
May 2014 to January 2016

- Assisting with set up and take down of different marketing events
- Interacting with the public and talking to them about the different promotions and events

Teller II

TD Bank - Keene, NH
May 2007 to June 2010

- Customer service - helping customers with products/services and any problems or questions
- Reaching sales goals
- Team training
- Balancing vaults and drawers

- Compliance and regulations
- Team Auditor

Application Processor

TD Bank - Brattleboro, VT

June 2006 to May 2007

- Checking completeness of application package
- Check compliance
- Data entry
- Adverse action letters
- Communication with bankers

Education

Marketing

New England College of Business and Finance

September 2014 to September 2015

Business Management

Keene State College - Keene, NH

September 2007 to January 2008

Brattleboro Union High School

2006

Skills

- Microsoft (10+ years)
- Office Administration (9 years)
- Training & Development (4 years)
- Customer Service (10+ years)
- Financial Analysis (4 years)
- Organizational Skills (10+ years)

6H

WendyB-Montague Board of Selectmen

From: Christopher Williams <cwilliams@montague.net>
Sent: Thursday, June 10, 2021 7:00 AM
To: WendyB-Montague Board of Selectmen
Subject: agenda

Good morning,

Can I be put on the agenda (14th) next to the new dispatch hire, I would like to request permission to work 10 more details this year? It should only take a few minutes. Thank you.

Best

Montague Chief of Police
Christopher P. Williams
180 Turnpike Road
Turners Falls, MA 01376
413-863-8911 ex. 203
413-834-7215



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: ANNABEL LEVINE / GREAT FALLS APPLE CORPS

Address of applicant: 132 MONTAGUE CITY RD

Phone # of applicant: 781-492-7663

Name of organization: Common Good® 501(c)(3) P.O. Box 21, Ashfield MA 01330

Name of legally responsible person: Common Good® 501 (c)(3)

Location of assembly: Where 109 & 111 AVENUE A meet

Date of assembly: N/A will be open daily

Time of assembly: Begin: N/A End: N/A

Number of expected participants: 100

If a procession/parade:

Route: N/A

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: This application is for use of public property, for a community fridge.

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: _____

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

109 Ave A

111 Ave A

PR 1068

Office
Cabinets

~2'

9.5-1

tree
planters

A



FRANKLINCOUNTYCOMMUNITYFRIDGE

Posts

Follow



franklincountycommunityfridge



92 likes

franklincountycommunityfridge 3/14 11am Shelburne
Fridge update. New shelves for shelf stable items. Lots
of great food!





Common Good[®] **FRIDGE**

What is a Common Good Fridge?

Community fridges are an international mutual aid movement where community members offer a free source of fresh, healthy foods on a leave-what-you-can, take-what-you-need basis. This fridge is stewarded by this community and Common Good, a nonprofit that helps communities build economic resilience.

How does it work?

Anyone can donate food to the fridge and anyone can take food, at any time, no questions asked. The 'Donation Rules' provide guidelines on packaging and lists foods that are welcomed and foods that are prohibited. Volunteers from the community monitor and clean your community fridge.



**Volunteer or donate to your community fridge.
Start a free fridge where you live.**

CommonGood.earth | fridge@commongood.earth



Common Good[®] **FRIDGE**

Community Fridge Safety Protocols

Anyone using this community fridge must:

- Wear a mask over your nose and mouth.
- Sanitize your hands immediately before accessing the fridge (sanitizer provided).
- If you (or someone you have been in contact with) display any symptoms of illness, please arrange for someone else to access the fridge for you.

Masks and Social Distancing Required



CommonGood.earth | cg4.us/foodfund



Common Good[®] **FRIDGE**

Fridge DONATION Rules!

Welcomed Foods!

- Produce: whole fruits and vegetables
- Eggs & dairy products: milk, yogurt, cheese, etc.
- Shelf-stable pantry items: beans, rice, bread, pasta, etc.
- Commercially-prepared and labeled meals:
 - Donation and expiration dates
 - A list of ingredients/allergens
 - Contact information of donor
- Toiletries, cleaning supplies, beauty products: menstrual pads, toilet paper, shampoo, sanitizer, etc.

Prohibited Foods!

- No raw meats or seafood
- No expired food, no unlabeled foods, no leftovers
- No alcoholic beverages
- No homemade meals, no opened meals or containers
- No foods that you would not personally eat!

CommonGood.earth | fridge@commongood.earth



Common Good[®] FRIDGE

Your Community Fridge Action Plan

The Common Good Fridge project is funded entirely by donations to the *Common Good Food Fund, primarily from within the Common Good network. Members can choose to 'plus up' on their Common Good card purchases, with the extra few cents or dollars from each purchase going to the Food Fund. Or members might opt in to make one-time or scheduled donations of any amount to the Fund. Donations can also be made from outside the Common Good network via credit card through the Donation link on our website.

1. Get a Health Permit:

Contact your local Board of Health to apply for a health permit. As a Common Good member, you can use Common Good Earth as the legal name on the application. Using Common Good as the legal entity behind your community fridge provides the administrative name as well as some liability coverage. The Good Samaritan Act covers charities with affiliation to nonprofits.

2. Find a location/host for the Fridge:

Ideal locations are highly visible and have a good amount of foot traffic, locations where donors and eaters can easily see and access the fridge. Grocery stores, markets, and restaurants can be great locations—for the visibility and foot traffic, and with the added benefit of customers purchasing extra groceries or meals to donate to the fridge;

The host (owner of the location) has no responsibility for the fridge, other than to provide permission for its placement on their property and to provide access to an outlet where the fridge can be plugged in. Some hosts will donate the cost of electricity as well, and if they cannot, the cost will need to be factored into monthly maintenance fees.

3. Get a Fridge:

Common Good is working on buying several commercial fridges, hopefully at a reduced rate. Used is also a good way to go. There are many lightly used fridges out there that are cheap and have a lot of life left. A commercial fridge with a transparent door is ideal so that donors can see when the fridge needs to be filled and eaters can see what is inside the fridge, but a solid door can work too. You might use Common Good's [Offers & Needs Board](#) to ask if anyone in your community has a fridge they might donate.

Post Something

Think about what you want to post in each category, one at a time.

Do not put identifying information in the "What" or "Details". People contact you through the system, without knowing your full name or email address. You can be more specific when you reply to them.

You will also need to confirm your first post by email.

Type: ☒ Need ☐ Offer ☐ Tip

Goods or Service: ☐ Service ☒ Goods

Category: Choose a category ▼

What: Looking for Used Fridge

Include the price if you're selling.

Terms: ☐ ♥ Free ☒ \$ Pay ☐ ↕ Trade or Pay

If not Free, put the price or options for exchange in the Details, below.

Details: We are looking for a used fridge for our new community fridge project in [Town Name]!

Describe. Also include words you think people might use to search for this item. Max 500 characters

(Sample Offers & Needs Board post.)

5. Organize volunteers: Community fridges are run by volunteers.

Organizer: He/She/They will be the main point person for your community fridge, and will hold more responsibility than other volunteers. They will do the initial work of obtaining a health permit and finding a location, and will likely be the point person for ongoing communication with volunteers, donors, community members, and media.

Fridge Monitors: Ideally, you will find at least 7 people to act as fridge monitors, with each person committing to checking the fridge on their given day. They will act as the "eyes" of the fridge: to remove expired or inedible food or damaged packages; to report any damages to the fridge; to refill hand-sanitizer; and to be available to clean messes that occur, using provided cleaning materials.

Designated cleaner: To do a weekly deep clean.

Builder(s): Get the materials and build a shelter for the fridge. (You might also use the Offers & Needs board to see if someone might donate lumber or recycled wood.)

Social media person/team: To manage Instagram, Twitter, LinkedIn, FaceBook, TikTok, email, website, and so on. The Common Good Fridge team will be running ongoing social media campaigns for all of our community fridges, and will look to your point person to co-create

and to provide content and images. You might consider creating profiles/accounts for your community's fridge project specifically.

Advertising/marketing point person: To coordinate with the CG Community Fridge team on getting posters & promo materials up on the fridge and out into the community. (Could be part of the Social Media team.)

Food donation coordinator: To connect with local farms, restaurants, and grocery stores, and collect or arrange pick-up or drop-off of food donations for the fridge.

Artists: To beautify the shelter and outside of the fridge.

4. Make a shelter for your fridge:

Even if your fridge can be located under an existing roof, building a small shelter will further protect it from the elements and provide a space for shelving for non-perishable foods and non-food supplies, such as toiletries, first aid, and cleaning supplies.

Consider a single pitch roof, using cheap, pine wood materials or salvaged wood, with extra lumber for shelves. Let us know if you want to use the plans for the Shelburne Falls fridge.



6. Social Media Outreach:

The Social Media/Marketing person or team might set up a calendar for community outreach, perhaps with a theme for each day of the week. Use social media, email, newsletters, etc. to drum up volunteers and other support for the fridge, post guidelines and general info about the Fridge, and support, promote, and increase access to your community Fridge.



(Sample social media posts.)

7. Budget & Funding:

Upfront costs include the fridge, building materials for the shelter, and cleaning supplies, which can usually be acquired for under \$1000. Ongoing maintenance costs include cleaning supplies and electricity, if the location host needs to be reimbursed.

*As noted above, Common Good Fridges are funded entirely by donations to our Food Fund. You do not have to be a member of Common Good to set up a Common Good Fridge where you live, but we hope you will be inspired to join. Here's why:

Common Good is a financial technology nonprofit that provides platforms and tools to foster

economic resilience, whereby communities might create and control their own resources, and channel funds into projects and infrastructure that benefit their community.

When you put money in your bank account, it goes into an aggregated pool of funds the bank uses to invest in its own portfolio and make more money for itself. Common Good works in a similar way, but with the fundamental difference being that you and the members of your community decide how you want to invest available funds.

Your community also benefits by keeping money circulating locally, between and among local businesses, nonprofits, and community projects. The more members there are in a community, the greater the pool. It is free to become a Common Good member, free to use your Common Good card, and free for merchants who accept it—saving them significant money on credit card fees.

www.CommonGood.earth | fridge@commongood.earth



WendyB-Montague Board of Selectmen

From: Walter Ramsey - Montague Planner
Sent: Thursday, June 10, 2021 11:09 AM
To: WendyB-Montague Board of Selectmen
Cc: StevenE - Montague Town Administrator
Subject: 6/14 SB Items
Attachments: MassDAR_contract (1).pdf; scanned and signed.pdf; #21-03 31 Montague Ave.pdf; 31 Montague Ave Site Plan.pdf; BOS Comments ZBA 21-03.docx

4 items for Monday. Can be handled in 12-15 minutes.

- Execute Agriculture Preservation Restriction for 35 acres of prime farmland off Old Greenfield and Ferry Road, (Map 39-Lot 37) pursuant to recommendation from the Conservation Commission
- Execute contract with Weston and Sampson Engineers for 500 Avenue A Phase II Environmental Site Assessment. Contract sum not to exceed \$32,500. Contract to be effective July 1, 2021.
- Selectboard comments for ZBA Special Permit Hearing #21-03 31 Montague Ave. Town is abutter to proposed residential addition within the zoning setback.
- Announce new Avenue A benches and flashing crosswalks signs installed at Unity Park using MassDOT Shared Streets funding.

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

8A

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

KATHLEEN A. THEOHARIDES
Secretary

JOHN LEBEAUX
Commissioner

May 27, 2021

Walter Ramsey
Montague Town Planner
One Avenue A
Turners Falls, MA 01376

RE: *APR/ALE Legal Documents in preparation for closing*

Dear Walter:

We are coming to the conclusion of the APR process with the Garbiel property. Please review the enclosed documents and let me know if you have any questions. Thank you and I look forward to work with you towards completing this important farmland protection project.

MDAR ATTORNEY FOR THIS PROJECT: Christine Smith at 617-626-1707

Enclosed items marked with an **X** need to be completed and returned as soon as possible (Items **✓** are already done/ completed by Landowner(s) and submitted to MDAR):

- **X** **Agricultural Preservation Restriction (APR) Document.** Please note that the wording of the APR document is NOT NEGOTIABLE. Only the details specific to the project may be reviewed for accuracy and to be sure Board members understand the document they are signing. Please complete only the Town's section of the document; the landowner's signature will be secured by MDAR.
- **✓** **An Exhibit A property description** matching the Survey, recorded on March 31, 2020 at the Franklin County Registry of Deeds Plan Book 146, Page 64.
- **✓** **An Exhibit B Farmstead Area**

- ✓ A copy of the **survey** submitted to the Town of Montague Planning Board for approval and signature and subsequently recorded on March 31, 2020 at the Franklin County Registry of Deeds Plan Book 146, Page 64.
- X An **invoice** for the Town of Montague payment of a local contribution.

Once the APR document is completed, signed, and notarized (as required/ indicated), and the Town's check is produced (which will be held in escrow by MDAR's Legal Services until closing), please return these items to Dorothy Du at our Boston office as soon as possible:

Massachusetts Department of Agricultural Resources

Attention: Dorothy Du
251 Causeway Street, Suite 500
Boston, MA 02114-2151

Once the APR document and Town's payment are received in proper order, we will then secure signature from our Commissioner.

If you have any questions concerning the documents or handling of the Town's check, please feel free to give me a call at 617-921-0051.

Very truly yours,



Michele Padula, APR Regional Planner

Cc: Christine Smith – MDAR Attorney
Dorothy Du – APR Program Administrator
Ron Hall – APR Acquisition Coordinator
Emily Boss – Franklin Land Trust, Inc.

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

KATHLEEN A. THEOHARIDES
Secretary

JOHN LEBEAUX
Commissioner

May 27, 2021

Walter Ramsey
Montague Town Planner
One Avenue A
Turners Falls, MA 01376

INVOICE

For a contribution toward the purchase of an Agricultural Preservation Restriction on the property on Greenfield Road and Ferry Road in Montague, MA owned Karl W. Garbiel

TOTAL DUE.... \$57,500.00

Please make check payable to: Karl W. Garbiel

Please mail the check to:

Dorothy Du
Department of Agricultural Resources
251 Causeway Street, Suite 500
Boston, MA 02114

COMMONWEALTH OF MASSACHUSETTS
AGRICULTURAL PRESERVATION RESTRICTION

I, Karl W. Garbiel, of 492 Turner Fall Road, Montague, Franklin County, Massachusetts (the "Grantor"), its successors in title and assigns in perpetuity, for consideration paid in full of Four Hundred Forty Thousand Dollars (\$440,000.00), receipt of which is hereby acknowledged, do hereby grant to the Commonwealth of Massachusetts, acting through the Commissioner of the Department of Agricultural Resources, (the "Grantee" or the "Commissioner") with an address of 251 Causeway Street, Suite 500, Boston, Massachusetts 02114-2151, its successors and assigns, and with a right of enforcement to the United States of America ("the United States"), acting by and through the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS") on behalf of the Commodity Credit Corporation ("CCC"), an Agricultural Preservation Restriction in perpetuity (this "Restriction") on approximately 35.411 acres of land and buildings and structures thereon located at Greenfield Road and Ferry Road in the Municipality of Montague, in Franklin County, Massachusetts as described in the attached Exhibit A hereof, (the "Premises") in accordance with the following terms and conditions.

The Municipality of Montague with an address of 1 Avenue A, Turners Falls, MA 01376, (the "Co-Holder") for consideration paid towards this Restriction in the sum of Fifty Seven Thousand Five Hundred Dollars (\$57,500.00), shall hold title to this Restriction jointly with the Grantee, pursuant to Massachusetts General Laws ("General Laws"), Chapter 20, Section 23, as amended, and shall have a right of enforcement.

This Restriction is acquired with funds provided, in part, by the Agricultural Conservation Easement Program ("ACEP"), 16 U.S.C. Section 3865 et. seq. and 7 CFR Part 1468 for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of the Premises. Baseline conditions of the Premises are set forth in a Baseline Documentation Report, a copy of which is maintained in the files of the Grantee. The parties further acknowledge that the Premises will be managed for long-term agricultural viability. Even if the Premises consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Restriction, and the restrictions and covenants of this Restriction will apply to

the Premises as a whole.

The Grantor covenants that they are vested with good title to the Premises. Consideration mentioned above has been negotiated and agreed to be based upon the difference between full Fair Market Value and full Fair Market Agricultural Land Value of the Premises. By making such grant, the Grantor grants to the Grantee all non-agricultural rights in the Premises except as otherwise described in Section III (A) hereof. The Grantor retains all agricultural rights in the Premises except as otherwise limited by the terms and conditions of this Restriction and not inconsistent with the Purpose. The terms and conditions of the Restriction run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this easement, including the following:

I. STATEMENT OF PURPOSE

The purpose of this Restriction is to: perpetually protect the agricultural use and future viability, and related conservation values, of the Premises by limiting nonagricultural uses of the Premises; encourage sound soil management practices in accordance with generally accepted agricultural practices; preserve natural resources; maintain land in active commercial agricultural use; ensure resale of the Premises at Fair Market Agricultural Value, in order to ensure the availability of farmland in Massachusetts and ensure those entering or currently engaged in commercial agricultural operations are able to acquire agricultural land at a price that is tied to the land's agricultural value; and regulate and control activities and/or uses which may be detrimental to the actual or potential agricultural viability of the Premises, water conservation, soil conservation, or to generally accepted agricultural and/or forestry management practices or which may be wasteful of the natural resources of the Premises. The foregoing purposes of this Restriction are hereinafter collectively referred to as the "Purpose".

II. DEFINITIONS

When used throughout this Restriction, the words or phrases listed below shall have the following meanings:

A. ABANDONED: land that has not been actively utilized for commercial agricultural activities or uses for a period exceeding two years unless the non-utilization is recommended in a current NRCS plan, as approved by the Grantee.

B. AGRICULTURAL CONSERVATION EASEMENT PROGRAM: a program of the United States Department of Agriculture ("USDA") authorized pursuant to 16 U.S.C. Section 3865 *et. seq.*, as amended, which provides federal funds to state, tribal, local governments, and other organizations for the conservation of eligible land and natural resources through easements or other interests in land.

C. AGRICULTURAL LAND EASEMENT PLAN ("ALE PLAN"): the plan described in Section III (C) below and approved by NRCS to promote the long-term viability of the land.

D. AGRICULTURAL USE(S): the raising of animals, including but not limited to, dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bees and fur-bearing animals, for the purpose of selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for market, as defined in General Laws, Chapter 61A, Section 1, as amended. Also horticultural uses, the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, trees, nursery or greenhouse

products, and ornamental plants and shrubs for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a certified forest management plan, approved by and subject to procedures established by a state forester, designed to improve the quantity and quality of a continuous crop for the purpose of selling these products in the regular course of business; or when primarily, directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for market, as defined in General Laws, Chapter 61A, Section 2, as amended.

Notwithstanding the forgoing, Agricultural Use does not include the harvest of sod and nursery stock (such as balled and burlapped or balled and bagged) which involves removal of soil with the roots, unless the average annual soil loss for the crop rotation is less than the soil loss tolerance for the soil in the field from which the sod or nursery stock is removed, as determined by the USDA-NRCS.

E. BUILDING ENVELOPE(S): area(s) designated on Exhibit B where any new agricultural Permanent Structures or improvements on the Premises may be located, subject to an approval granted by the procedures outlined in Section III (F).

F. CONDITION: including, but not limited to, an easement, restriction, covenant, right, option to purchase at agricultural value plus value of improvements, land exchange, or any other requirement or use prohibition.

G. DEPARTMENT: the Department of Agricultural Resources of the Commonwealth of Massachusetts, 251 Causeway Street, Suite 500, Boston, MA 02114-2151.

H. FAIR MARKET VALUE ("FMV"): the most probable price that the Premises would bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title to a buyer under conditions whereby: 1) buyer and seller are typically motivated; 2) both parties are well informed or well advised, and acting in what they consider their own best interests; 3) a reasonable time is allowed for exposure in the open market; 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

I. FAIR MARKET AGRICULTURAL VALUE ("FMAV"): the combined total of the Fair Market Agricultural Land Value ("FMALV") and the Fair Market Agricultural Business Value ("FMABV") and the Fair Market Agricultural Dwelling Value ("FMADV").

J. FAIR MARKET AGRICULTURAL BUSINESS VALUE ("FMABV"): the value based upon the ongoing agricultural business including agricultural buildings, infrastructure, goodwill and other related agricultural business factors. FMABV is relevant only upon the subsequent sale of the Premises and is not applicable at the time of original purchase of this Restriction by the Grantee. The FMABV appraisal includes agricultural business potential and is based upon activities and circumstances existing at the time of the sale of the Premises. The appraisal is not intended to contemplate speculative business potential that is dependent on management, investment or other prospective activities. FMABV may, when applicable, consider the value of ongoing agricultural business including agricultural buildings, infrastructure, goodwill and other related agricultural business factors on land owned by Grantor, but excluded from this Restriction ("non-Restricted land"), when such business on non-Restricted land is integral to the agricultural business on the Premises.

K. FAIR MARKET AGRICULTURAL DWELLING VALUE ("FMADV"): the appraised replacement

value of a dwelling(s) on the restricted land.

L. FAIR MARKET AGRICULTURAL LAND VALUE ("FMALV"): the value based upon the highest and best use of the land for agricultural purposes, including such considerations as location, types of soil, and climate, but excluding buildings or uses thereof. Permanently installed agricultural improvements, such as in-ground irrigation or drainage systems, are considered part of the land. Agricultural land value is solely the value of the land, which value the landowner retains following the sale of this Restriction to the Grantee. FMALV is applicable at both the time of the Grantee's purchase of this Restriction and at the time of subsequent sale. The FMALV may rise and fall commensurate with market conditions and/or inflation or other valuation factors such as upkeep of the land, and/or improvements in the condition of the soil or its productivity. It is understood that land improvements may increase the FMALV.

M. IMPERVIOUS SURFACE: a material that does not allow water to percolate into the soil on the Premises; this includes, but is not limited to, agricultural buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs.

N. PERMANENT STRUCTURE: any structure that requires the grading or excavation of soil for footings or foundations or which substantially alters or otherwise affects the soil profile.

O. TEMPORARY STRUCTURE: any structure having no footing or foundation, or does not substantially alter or otherwise affect the soil profile.

III. TERMS AND CONDITIONS

A. GRANTOR'S RESERVED RIGHTS AND OBLIGATIONS

Notwithstanding any provision of this Restriction to the contrary, the Grantor reserves all customary rights and privileges of ownership, including the right of privacy, as well as any other rights not inconsistent with the terms and conditions of this Restriction or with General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and the rules, regulations and policies thereunder.

The provisions of this Restriction and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Premises, so long as the agricultural operations are consistent with the long-term viability of the Premises, the ALE Plan and the Restriction Purpose, and do not violate Federal laws, including Federal drug laws. No uses will be allowed that decrease the Restriction's protection for the agricultural use and future viability, and related conservation values of the Premises.

The following activities and uses are hereby deemed by the Grantee to be consistent with the Purpose of this Restriction and the ACEP, and are expressly permitted to be carried out on the Premises in a manner that does not impair the agricultural value of the Premises:

1. to repair and replace existing fences, construct new fences as necessary for Agricultural Use on the Premises, and utilize fences to mark boundaries on the Premises;
2. to use snowmobiles on snow on the Premises by the Grantor or others for non-commercial recreational use;
3. to place signs to:
 - a. identify or advertise the Agricultural Use of the Premises,
 - b. advertise agricultural products or services at the Premises, or
 - c. identify the Premises as a participant in ACEP and the Grantee's Agricultural Preservation Restriction Program; and

4. to conduct and participate in non-commercial, undeveloped, and passive recreational and educational activities that do not require infrastructure (Impervious Surfaces), as long as such activities do not adversely impact the soils, future viability, related conservation values and/or Agricultural Use on the Premises.

The Grantor shall continue to be obligated to make payment of all taxes, upkeep and maintain the Premises, and continue to be responsible for all liability arising from personal injury or property damage occurring on the Premises. The Grantor acknowledges that Grantee, and the Co-Holder, if applicable, has neither possessory rights in the Premises, nor any responsibility nor right to control, maintain, or keep up the Premises.

B. AFFIRMATIVE COVENANT

The Grantor covenants that the Premises shall be maintained in active commercial Agricultural Use, and the Premises shall not be Abandoned. Failure to maintain the Premises in active commercial Agricultural Use shall be a violation of this Restriction. This includes the production, processing, and marketing of agricultural crops and livestock provided it is conducted in a manner consistent with the terms of the ALE Plan described in Section III (C).

C. AGRICULTURAL LAND EASEMENT PLAN

As required by section 16 U.S.C. Section 3865a agricultural production and related uses of the Premises are subject to an ALE Plan, as approved by NRCS, to promote the long-term viability of the land to meet ALE purposes. The ALE Plan must also be approved by the Grantor and the Grantee. The Grantor agrees the use of the Premises will be subject to the ALE Plan on the Premises.

The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the conservation purposes of this Restriction. The Grantee and the Grantor agree to update the ALE Plan in the event the Agricultural Use(s) of the Premises change. A copy of the current ALE Plan is kept on file with the Grantee.

The Grantee must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the ALE Plan, NRCS may notify the Grantee. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce the terms of the Restriction, including, but not limited to compliance with the ALE Plan, the United States may exercise its right of enforcement pursuant to Section III (I).

Any required update to the ALE Plan shall follow the procedures in effect at time of the update.

D. PROHIBITED USES; ACTS; STRUCTURES

The Grantor further covenants that the Premises will at all times be held, used and conveyed subject to, and not in violation of, the following restrictions, subject to the exceptions enumerated in Section III (E):

1. No use shall be made of the Premises, and no activity thereon shall be permitted, which is inconsistent with the Purpose of this Restriction or with General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended; and the rules, regulations and policies thereunder;
2. No residential dwelling, tennis court, in-ground swimming pool, commercial or recreational horse riding or boarding facility, golf course, golf range, nonagricultural

airport landing strip, cell tower, or other such nonagriculturally related Temporary or Permanent Structure(s) shall be constructed or placed or permitted to remain on the Premises;

3. No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, oil, radio-active or hazardous waste, or other such substance or material whatsoever shall be placed, stored, dumped, or permitted to remain on the Premises, except as required for the use of the Premises for generally accepted Agricultural Use;
4. No use shall be made of the Premises for:
 - a. Transferring property rights to any property, whether or not adjacent to the Premises;
 - b. Calculating permissible lot yield of the Premises, or of any other property; or
 - c. Any calculations involving development of any other property, whether or not adjacent to the Premises, in any manner whatsoever;
5. Impervious Surfaces shall not exceed 2 percent of the total area of the Premises. An Impervious Surface amount greater than 2 percent must be determined by an impervious surface formula and a waiver granted by the Chief of NRCS, or his or her authorized designee, ("Chief of NRCS") in writing, and is capped at 5 acres or 5 percent, whichever is less. For the purpose of this Restriction, the Impervious Surface amount is 3 percent, as authorized by the Chief of NRCS excluding NRCS-approved conservation practices developed under the ALE Plan. This limitation does not include public roads or other roads owned and controlled by parties with superior rights to those rights conveyed to the Grantee by this Restriction. In the event the Premises is subdivided as provided for in Section III (E) (10) the total cumulative Impervious Surface of the subdivided parcels shall not exceed the impervious limitation referenced above. The Grantor, with the Grantee's approval, shall allocate the Impervious Surface limit among the subdivided parcels and ensure the impervious surface limitation is clearly defined in each subdivided parcel's recorded instrument;
6. No mining or extraction of soil, sand, gravel, oil, natural gas, or other mineral except for limited mining activities if the materials mined are used for agricultural operations on the Premises performed in accordance with Section III (E) (2);
7. No motorized vehicles may be used on the Premises except as necessary for Agricultural Use, forestry, habitat management, law enforcement and public safety, or other permitted uses of the Premises, provided that no use of motorized vehicles may create impacts that are detrimental to the productivity of the soils on the Premises and the Purpose of this Restriction;
8. No signs may be placed on the Premises, except those explicitly allowed in Section III (A) (3);
9. No water rights may be transferred, encumbered, leased, sold, or otherwise separated from title to the Premises;
10. No grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Premises, except for Agricultural Activities conducted in accordance with the ALE Plan and as allowed in Section III (E) (7), (8) or (9);
11. No establishment of any nonagricultural commercial or industrial uses or facilities, except as allowed by Special Permit under Section III (G);
12. No granting of easements for utilities except as allowed in Section III (E) (4); and

13. No granting of easements for roads.

E. USES; ACTS; STRUCTURES THAT REQUIRE GRANTEE'S PRIOR WRITTEN APPROVAL

The following uses, acts or structures (hereinafter "uses" or "activities") are allowed only with the prior written approval of the Grantee and subject to, but not limited to, the prerequisites described below. Requests for such approvals, and the granting thereof, shall be governed by the procedures set forth in Section III (F) of this Restriction as well any rules, regulations and policies:

1. The construction or placing of any agricultural Permanent Structures for housing seasonal agricultural employees, must be located within the Building Envelope(s), containing approximately 1.06 acres and described in Exhibit B which is appended to and made a part of this Restriction.

The boundaries and location of the Building Envelope(s) may be adjusted if the Grantee and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Building Envelope(s) may not increase in size and the adjusted Building Envelope(s) must provide equal or greater protection of the Agricultural Use and future viability, and related conservation values of the Premises.

Any other agricultural Permanent Structures and utilities to serve approved buildings or agricultural Permanent Structures, including on-farm renewable energy structures allowed under Section III (E) (11), that neither individually nor collectively have an adverse impact on the Agricultural Use and future viability and related conservation values of the Premises, may be built outside of the Building Envelope with prior written approval of the Grantee provided that the utilities or agricultural Permanent Structures are consistent with the ALE Plan described Section III (C);

2. The excavation, dredging, depositing on, or removal from the Premises of loam, peat, gravel, soil, sand, rock other mineral resources, or natural deposits if the materials mined are used for agricultural operations on the Premises. In the case of this limited mining for materials used for agricultural operations on the Premises, extraction must be limited to a small, defined area and acreage approved by Grantee and NRCS in an update to the ALE Plan identifying its location and may not harm the conservation values or the Agricultural Uses of the Premises;
3. The maintenance or improvement of a septic system, other underground sanitary system, or non-sanitary wastewater management system which exists on the Premises, or the construction of a septic system, other underground sanitary system, or non-sanitary wastewater management system, for the benefit of existing agriculturally related Permanent Structures on the Premises. However, if these systems are proposed with a simultaneous approval request for an agricultural Permanent Structure, the construction of a system may be allowed concurrently;
4. The granting or modification of easements for utilities when the utility will not adversely impact the Agricultural Use, future viability, and related conservation values of the Premises and when the easement benefits the Premises as determined by the Grantee in consultation with the Chief of NRCS;
5. The widening, improvement, construction or placement of an Impervious Surface driveway, road, parking lot, utility pole, conduit or line in support of a Temporary or Permanent Structure or improvement to the Premises, necessary to carry out agricultural operations or other permitted uses on the Premises. Said activities must

be within the Impervious Surface limit, if it meets definition of an Impervious Surface;

6. Forest management and timber harvesting activities. These activities may be approved by the Grantee only if the activities are:
 - a. performed in accordance with a written forest management plan, by a licensed professional resource manager, having been prepared and executed in accordance with General Laws, Chapter 132, as amended, except that the forest management plan will not be required for the following allowed noncommercial activities (i) cutting of trees for the construction of allowed utilities, forest access roads, buildings, and structures on the Premises, (ii) cutting of trees for trail clearing, (iii) cutting of trees for domestic use as firewood or for other domestic uses by Grantor, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of invasive species;
 - b. consistent with the terms of this Restriction; and
 - c. carried out to the extent practicable in accordance with current generally accepted best management practices for the sites, soils, and terrain of the Premises;
7. Dam construction in accordance with an ALE Plan to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement or creation;
8. Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the conservation purpose of this Restriction;
9. Erosion and sediment control pursuant to a plan approved by the Grantee;
10. The Premises shall not be divided or subdivided into, or separately conveyed as, more than two parcels (one division(s) allowed). To protect the Agricultural Use and the future agricultural viability of the Premises, the boundaries of such subdivision(s) must be approved in writing by the Grantee and the Chief of NRCS before any such division, subdivision, or separate conveyance occurs. The subdivision in this Paragraph will not affect the right of the Grantor to make any additional subdivision(s) of the Premises and the Grantor expressly retains the right to make further approved subdivision(s) of the Premises. The Chief of NRCS may only approve the subdivision when:
 - a. The Grantee requests the Chief of NRCS' approval to subdivide the Premises into separate farm parcels, after receiving a request from the Grantor;
 - b. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to keep all parcels in production and viable for Agriculture Use and that separate conveyance of the parcels will move the land from one agricultural operation to another;
 - c. The Chief of NRCS determines that:
 - i. Each proposed separate parcel that would result from the subdivision of the Premises will meet ACEP land eligibility requirements of 16 U.S.C. Section 3865 *et. seq.* in effect on the date of this Restriction;

- ii. The resulting parcel will not be of an acreage below the median size of farms with that county as determined by most recent United States Department of Agriculture's National Agricultural Statistical Survey ("NASS"); and

11. Renewable energy structures for the purpose of generating energy for the agricultural needs of the Premises. Renewable energy structures must be built and maintained within Impervious Surface limits, with minimal impact on the conservation values of the Premises and consistent with the Purpose of this Restriction.

F. PROCEDURES FOR OBTAINING THE GRANTEE'S PRIOR WRITTEN APPROVAL

1. The Grantor shall submit an application to the Grantee, on a form prescribed by the Grantee, prior to undertaking any uses or acts, or undertaking construction of any Structures described in Section III (E). The Grantor shall not secure other applicable permits required by local or state law prior to obtaining approval from the Grantee.
2. After receipt of the completed application, the Grantee may approve the application, with or without Conditions, only upon finding that:
 - a. the proposed use, act, or Structure is authorized by this Restriction, General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended; and the rules, regulations and policies thereunder; and
 - b. the proposed use, act, or Structure shall not defeat nor derogate from the Purpose of this Restriction, and General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and the rules, regulations and policies thereunder.
3. If the Grantee approves in whole or in part, with or without Conditions, the Grantor's application, the Grantee shall issue a Certificate of Approval suitable for recording.

G. SPECIAL PERMIT PROCESS

Agricultural production and related uses may be conducted as described in the ALE Plan but no nonagricultural industrial or commercial activities may be conducted on the Premises. However, commercial non-Agricultural Uses and activities for which the Grantor receives payment, compensation, or any other type of monetary or non-monetary remuneration, such as temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related conservation values of the Premises, may be permitted if the Grantor receives a special permit from the Grantee ("Special Permit"). The Grantee, with the approval of the Co-Holder, if any, may grant a Special Permit only if:

1. The Grantor requests a Special Permit by submitting an application on a form prescribed by the Grantee;
2. The Premises is being actively utilized for full-time commercial agriculture;
3. The activity is minor, ancillary and subordinate to the Agricultural Use of the Premises;
4. Such uses and activities are not inconsistent with the Purpose of this Restriction and shall not defeat nor derogate from the Purpose of this Restriction; and
5. The Special Permit is:
 - a. limited to the current Premises owner(s) who applied for and obtained the Special Permit;

- b. limited to a period no longer than five (5) years, renewable at the discretion of the Grantee for an additional term(s) of no longer than five (5) years, upon reapplication;
- c. terminated upon transfer of ownership;
- d. limited to uses and activities that will not impair the agricultural viability of the soil;
- e. limited to existing structures requiring only minor renovations, such renovations will not prevent the use of the structure for Agricultural Use; and
- f. limited to uses and activities requiring no new construction.

H. OPTION TO PURCHASE PREMISES AT AGRICULTURAL VALUE

1. The Grantee shall have an option to purchase the Premises at Fair Market Agricultural Value ("FMAV") in accordance with the provisions of this section ("Option"). This Option has been granted as an integral part of this Restriction, the full consideration for which is set forth above. This Option constitutes a restriction that runs with the land and is binding in the event of a foreclosure of said Premises.
 - a. The intent of this Option is to ensure resale of the Premises at FMAV. Accordingly, the parties hereto agree to a process as follows:
 - i. In the event that the Grantor proposes to sell the Premises and enter into a bona fide Purchase and Sale Agreement with a third party for the sale of the Premises, the Grantee, at its election, shall have the right to purchase or assign the right to purchase (see subsection 7, below) the Premises from the Grantor at FMAV. Said FMAV shall be determined by:
 - a) an appraisal paid for and obtained by the Grantor conducted and in accordance with the "Guidelines for Agricultural Appraisals" prepared by the Grantee and as in effect at such time, and the terms pertaining to appraisal set forth therein. The Grantee shall have the right to disagree with the appraisal and, at its own expense, obtain its own appraisal. If the two appraisals differ, there shall be a third appraisal, the expense of which shall be equally shared between the Grantee and the Grantor, to determine the FMAV in accordance with the said "Guidelines for Agricultural Appraisers"; or, at the election of the Grantor,
 - b) an amount equal to the FMALV of the Premises as determined by the appraisal relied upon for the acquisition of this Restriction ("Governing Appraisal") which sum shall then be multiplied by the Inflation Rate. The Inflation Rate shall be equal to 1 plus the fractional increase in the Consumer Price Index for all Urban Consumers, Boston, All Items (1982-1984 equals 100) published by the Bureau of Labor Statistics, United States Department of Labor, or successor index published by the United States government appropriately correlated to the prior index by a published conversion factor, where indicated, from date of Governing Appraisal for this Restriction to the date of execution of the bona fide Purchase and Sale Agreement.
 - b. In the event that the sale price as set forth in the bona fide Purchase and Sale Agreement is less than the FMAV determined by the procedures set forth in either i.a)

- or i.b) above, the Grantee shall have the right to purchase the Premises from the Grantor, or assign its right to purchase the Premises from the Grantor, for this lesser amount.
- c. In the event of a subdivision, recording of a subdivision plan, partition, or any other division of the Premises, or any portion thereof, into two or more parcels, as approved by the Grantee and the Chief of NRCS in accordance with Section III (E) (10) above, the FMAV shall be determined pursuant to paragraph i.a) above.
2. Upon executing a bona fide Purchase and Sale Agreement for the sale of the Premises with a third party purchaser the following procedures shall be followed:
- a. The Grantor shall provide, at a minimum, to the Grantee:
- i. written notice stating the Grantor's intent to sell the Premises ("Notice");
 - ii. a true, correct, complete and fully executed copy of a bona fide Purchase and Sale Agreement from a third party to purchase the Premises. Said document must only relate to Premises, any other land transferring simultaneously but not restricted by this Restriction shall be subject to a separate Purchase and Sale Agreement;
 - iii. a copy of the current deed; and
 - iv. the FMAV and any appraisals related thereto; or
 - v. FMAV as determined pursuant to 1.a.i.b) above.
- b. Upon receipt of this Notice, the Grantee shall have sixty days (60) days to notify the Grantor of its election to purchase the Premises at FMAV (or any lesser sale price set forth in the Purchase and Sale Agreement) or waive its rights under the Option. The Grantor shall be notified of the Grantee's election by written notice ("Notice of Election").
3. In the event that the Grantee elects to exercise this Option to purchase the Premises, the deed shall be delivered and the consideration paid at the Franklin County Registry of Deeds before 4 o'clock p.m. on or before the one-hundred-eighty (180) day after the date of mailing by the Grantee of the Notice of Election or, if a Saturday, Sunday or holiday, on the next business day thereafter, and the deed shall convey a good and clear record and merchantable title to the Premises free of all encumbrances, and the Premises shall be in the same condition as at the time of the Notice of Election, reasonable wear and tear and use thereof excepted. The date and time of the transfer may be amended by written mutual agreement of the Grantor, Grantee, and any assignee, if applicable.
4. The Grantor may sell the Premises, to the third party purchaser who entered into the bona fide Purchase and Sale Agreement referred to in Paragraph 1.a.i) above, only in the event that the Grantee:
- a. declines in writing to exercise its rights under this Option within the specified time period; or
 - b. fails to waive its rights under this Option in writing within the specified time period; or
 - c. having elected to exercise its rights under this Option, fails to complete the purchase within the specified time period, only if however, the failure to complete the purchase is not based upon a failure or delay by the Grantor.
- Said sale of the Premises must take place within one (1) year of the date of the Grantee's receipt of the Notice, and be only upon the same terms and conditions as contained in said bona fide Purchase and Sale Agreement.
5. The obligations of the Grantor under this Option shall not apply where the transfer of

ownership of the Premises will be a result of:

- a. a conveyance by deed to the Grantor's spouse, parent, child(ren) or grandchild(ren) (whether by blood, marriage or adoption), siblings and/or their child(ren) or grandchild(ren) (whether by blood, marriage or adoption); or
 - b. a devise of said Premises by will or intestacy of the Grantor; or
 - c. a conveyance of an interest in the Premises to a co-owner.
6. Any notices required by this Option shall be in writing and shall be deemed delivered if delivered in hand or mailed, postage prepaid by certified mail return receipt requested, addressed in the case of the Grantor to such address as may be specified in the Notice or if none, then to the Premises, and in the case of the Grantee, to the Commissioner of the Department of Agricultural Resources, 251 Causeway Street, Suite 500, Boston, MA 02114-2151.
 7. The Grantee may assign its right to purchase under this Option after providing the Grantor with a Notice of Election exercising its right to purchase, provided that the right to purchase may only be assigned to a party that, in the Grantee's opinion, will use or facilitate the use of the Premises for commercial agriculture. Any assignment shall only be effective when made in writing, signed by the Commissioner, and duly recorded with the appropriate registry of deeds.
 8. Any waiver of the Grantee's rights under this Option shall be in writing, signed by the Commissioner, and in a form and format suitable for recording in the appropriate registry of deeds. This waiver shall serve to satisfy the Grantor's obligations to the Grantee under this Option with regard to the third party purchaser who entered into the bona fide Purchase and Sale Agreement referred to in Paragraph 1.a.i, above.
 9. The rights and obligations of the Grantor hereunder shall inure to and be binding upon the Grantor and all successors in title.

I. ENFORCEMENT OF THIS RESTRICTION

1. The Grantor grants to the Grantee and the United States, and to the Co-Holder as applicable, and their successors in title, the right to enter upon the Premises, including the buildings and structures on the Premises, in a reasonable manner and at reasonable times, for the purposes of inspecting the Premises to determine compliance with this Restriction, any Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder; the right to enforce this Restriction, any Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder; and the right to take any other action which may be necessary or appropriate in the determination of the Grantee, with or without order of court, to remedy or abate any violation of this Restriction, or of any Certificate of Approval, Special Permit, or of General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder.

Additionally, the Grantor and the Grantee agree that the natural characteristics, ecological features, and physical and man-made conditions of the Premises on the date of this Restriction are documented in a Baseline Documentation Report prepared by the Grantee and signed and acknowledged by the Grantor establishing the condition of the Premises on the date of this Restriction and including reports, maps,

photographs, and other documentation. The Baseline Documentation Report is incorporated into this Restriction by reference. The Grantee will maintain the Baseline Documentation Report and annually monitor the Premises ensuring that active agricultural operations are in compliance with the NRCS ALE Plan and in compliance with this Restriction.

2. In the event of a violation of the terms of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, or rules, regulations and policies thereunder, the Grantee reserves the right to pursue any remedy available at law and equity, including injunctive relief, without prior notice to the Grantor. If a court determines that this Restriction has been violated, the Grantor will reimburse the Grantee for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, and other payments ordered by such court.
3. Any forbearance by the Grantee to exercise its rights under this Restriction or its right arising from a breach of any term hereof shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same by any other term of this Restriction or of any of the Grantee's rights hereunder. No failure, delay, or omission by the Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver, and the Grantor hereby waives any defense of laches, prescription or estoppel.
4. The enforcement rights hereby granted shall be in addition to, and not in limitation of any other rights and remedies available to the Grantee for enforcement of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapters 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder.
5. The Grantor and its successors in title, shall be jointly and severally liable for any violation of the terms of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapters 184, Sections 31 through 33 and Chapter 20, Sections 23 through 26, and rules, regulations and policies thereunder.
6. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the Restriction are not enforced by the Grantee of the Restriction. The Secretary of the United States Department of Agriculture (the "Secretary"), or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Restriction, as determined in the sole discretion of the Secretary. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs from the Grantor, including, but not limited to, attorney's fees or expenses, related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Restriction from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the easement against the Grantor up to the amount of the United States contribution to the purchase of the Restriction.
7. The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with this Restriction and ALE Plan. If the annual monitoring report is

insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the terms of this Restriction, the ALE Plan, and the United States Cooperative Agreement with the Grantee, the United States will have reasonable access to the Premises with advanced notice to the Grantee and the Grantor or the Grantor's representative. In the event of an emergency, the United States may enter the Premises to prevent, terminate, or mitigate a potential violation of these restrictions and will give notice to the Grantee and the Grantor or the Grantor's representative will be given at the earliest practicable time.

J. GENERAL INDEMNIFICATION AND DISCLAIMER

The United States, its employees, agents, and assigns disclaim and will not be held responsible for the Grantee's or the Grantor's negligent acts or omissions or the Grantee's or the Grantor's breach of any representation, warranty, covenant, or agreements contained in this Restriction, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Premises.

The Grantor shall indemnify and hold harmless the Grantee and the United States, its employees, agents, and assigns from any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee and the United States may be subject or incur relating to the Premises, which may arise from, but are not limited to, the Grantor's negligent acts or omissions or the Grantor's breach of any representation, warranty, covenant, agreements contained in this Restriction, or violations of any applicable Federal, State, or local laws including all Environmental Laws.

K. ENVIRONMENTAL WARRANTY

The Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. The Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Premises. The Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, the Grantor warrants the information disclosed to the Grantee and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

The Grantor represents and warrants that no third party owns or leases the oil, natural gas, soil, sand, gravel or any other mineral substance at the time this Restriction is executed.

Moreover, the Grantor hereby promises to hold harmless and indemnify the Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Premises, or arising from or connected with a violation of any Environmental Laws by the Grantor or any other prior owner of the Premises. The Grantor's indemnification obligation shall not be affected by any authorizations provided by the Grantee or the United States to the Grantor with respect to the Premises or any restoration activities carried out by the Grantee at the Premises; provided, however, that the Grantee shall be responsible for any Hazardous Materials contributed after this date to the Premises by the Grantee.

The terms "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

The term "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

IV. GENERAL PROVISIONS

A. AUTHORIZATION

The foregoing Restriction is authorized by Massachusetts General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and otherwise by law, and is intended to ensure the protection and preservation of agricultural lands as expressed herein. In addition, funding provided by the Agricultural Conservation Easement Program ("ACEP") is authorized by the Agricultural Conservation Easement Program, Subtitle H of Title XII of the Food Security Act of 1985, as amended by Section 2301 of the Agricultural Act of 2014 (Public Law 113-79). The ACEP provides funding for the purchase of an Agricultural Land Easement to protect the Agricultural Use and future viability and related conservation values of eligible land by limiting nonagricultural uses of that land (16 U.S.C. § 3865 *et. seq.*, as amended).

This Restriction shall be administered and enforced by the Commissioner at in his/her sole discretion as he/she may decide and on behalf of the Co-Holder by the Conservation Commission, the Board of Selectmen, or as otherwise provided in General Laws, Chapter 20, Section 23, as amended. Nothing herein shall impose upon the Grantee or the Co-Holder any duty to maintain or require that the Premises be maintained in any particular state or condition, notwithstanding the Grantee's acceptance hereof.

Except as otherwise provided herein, this Restriction does not grant to the Grantee, the Co-Holder, the public, or any other person any right to enter upon the Premises. This Restriction is in gross, exists in perpetuity, and is not for the benefit of or appurtenant to any particular land and shall not be assignable except to another governmental or charitable corporation or trust which has power to acquire interests in land and whose purposes include conservation of agricultural

land and natural areas. All rights and obligations of this Restriction shall run with the Premises and shall be binding upon all future owners of any interest therein. This Restriction may only be released, in whole or in part, only by the Grantee through the procedures established in Section 32 of Chapter 184 of the General Laws, as amended, and by Article 97 of the Amended Articles of the Massachusetts Constitution and otherwise by law.

If any section or provision of this Restriction shall be held to be unenforceable by any court of competent jurisdiction, this Restriction shall be construed as though such section had not been included in it. If any section or provision of this Restriction shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this Restriction is ambiguous, it shall be interpreted in accordance with the Purpose of this Restriction, rules, regulations and policies, as amended, of the Grantee and the provisions of General Laws, Chapter 184, Sections 31 through 33, and Chapter 20, Sections 23 through 26, as amended. No transfer of the Premises to the Grantee or to any successor or assignee will be deemed to eliminate this Restriction pursuant to the doctrine of "merger" or any other legal doctrine.

B. EXTINGUISHMENT, TERMINATION, AND CONDEMNATION

The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this Restriction, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Premises.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the FMV of the Restriction is sixty four percent (64%), hereinafter the "Proportionate Share," of the FMV of the land unencumbered by this Restriction. The Proportionate Share will remain constant over time.

If this Restriction is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the FMV of the land unencumbered by this Restriction. The FMV of the Restriction will be determined at the time all or part of this Restriction is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee, Co-Holder and the United States will be as follows: (a) to the Grantee or its designee, thirty nine (39%) of the Proportionate Share; (b) to the United States forty eight percent (48%) of the Proportionate Share; (c) and to the Co-Holder thirteen percent (13%) of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Premises for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to the Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

C. AMENDMENT

This Restriction may be amended only if, in the sole and exclusive judgment of the Grantee and the United States, by and through the Chief of NRCS, such amendment is consistent with the Purpose of this Restriction and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendment(s). Prior to

the signing and recordation of the amended Restriction, such amendment(s) must be mutually agreed upon by the Grantee, the Grantor, and the United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States will be considered null and void.

D. TRANSFER

Upon transfer of the Premises or interest in the Premises from one landowner to another, the conveyance document must expressly refer to this Restriction and state that the Premises is subject to its terms. Upon prior written consent from the NRCS, the Grantee may transfer this Restriction to a public agency or nonprofit organization that, at the time of transfer, is a qualified organization under section 170(h) or successor provision of the Internal Revenue Code.

E. NOTICE

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor:

Karl W. Garbiel
41 Meadow Road
Montague, MA 01351

To Grantee:

Commissioner of the Department of Agricultural Resources
251 Causeway Street, Suite 500
Boston, Massachusetts 02114-2151

To NRCS:

451 West Street
Amherst, MA 01002-2953

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

VI. OTHER

No Massachusetts deed excise stamps are affixed hereto as none are required by law.

WITNESS the execution hereof under seal this day of , 2021,

Printed Name
GRANTOR

COMMONWEALTH OF MASSACHUSETTS

_____, ss , 2021.

On this day of , 2021, before me, the undersigned Notary Public,
personally appeared the above-named,

Name: *Evidence of Identification:*

and proved to me through satisfactory evidence of identification as noted above, to be the persons
whose names are signed on this document and acknowledged to me that, they signed it voluntarily
for its stated purpose.

; Notary Public

My Commission Expires:

APPROVAL OF THE COMMONWEALTH OF MASSACHUSETTS

The undersigned John Lebeaux, Commissioner of the Department of Agricultural Resources of the Commonwealth of Massachusetts hereby certifies that the foregoing Agricultural Preservation Restriction with Option to Purchase at Agricultural Value granted by Karl W. Garbiel to the Commonwealth of Massachusetts with respect to the Premises located in Montague, Franklin County, Massachusetts and more particularly described in Exhibit A attached hereto, has been approved in the public interest pursuant to General Laws, Chapter 184, Sections 32 through 33, as amended and Chapter 20, Sections 23 through 26, as amended.

COMMONWEALTH OF MASSACHUSETTS

By: _____
John Lebeaux, Commissioner
Department of Agricultural Resources
GRANTEE

COMMONWEALTH OF MASSACHUSETTS

, ss

, 2021.

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared the above-named John Lebeaux who proved to me through satisfactory evidence of identification, namely personal knowledge, to be the person whose name is signed on this approval document, and acknowledged to me that he signed it voluntarily for its stated purpose as Commissioner of the Department of Agricultural Resources, as the voluntary act of said Commonwealth.

; Notary Public

My Commission Expires :

APPROVAL OF THE MUNICIPALITY

MUNICIPALITY OF MONTAGUE

We, the members of the Board of Selectmen of the Municipality of Montague, hereby approve the acceptance of the foregoing Agricultural Preservation Restriction granted by Karl W. Garbiel, to the Commonwealth of Massachusetts (with the Municipality of Montague holding the Restriction jointly with the Commonwealth), with respect to Premises, as described therein, in the public interest pursuant to Massachusetts General Laws, Chapter 184, Sections 31 through and including 33 and, Chapter 20, Sections 23 through 26.

Date:

Municipality of Montague Board of Selectmen/City Council/Conservation Commission

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 2021.

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared the above-named,

Name:

Evidence of Identification:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and proved to me through satisfactory evidence of identification as noted above, to be the persons whose names are signed on this document (namely, Agricultural Preservation Restriction and Option to Purchase at Agricultural Value) and acknowledged to me that as duly elected or appointed members of the _____ Board of Selectmen/City Council/Conservation Commission, they signed it voluntarily for (Municipality) Montague for its stated purpose.

_____; Notary Public

My Commission Expires

EXHIBIT A

A certain parcel of land shown as "Lot 1" on a plan entitled "Agricultural Preservation Restriction and Lot Line Adjustment Plan, Greenfield Road & Ferry Road Montague, MA, prepared for Karl W. Garbiel (owner), (Applicant) Commonwealth of Massachusetts Department of Agricultural Resources", dated February 6, 2020, by Sherman & Frydryk, LLC, Land Surveying and Engineering", and recorded in the Franklin County Registry of Deeds Plan Book 146, Page 64, bounded and described as follows:

Beginning at a point at the southeasterly corner of the herein described premises, on the northerly line of Ferry Road and at the southwesterly corner of land of Edwin W. & Frances A. Fronckus Revocable Inter Vivos Trust, as shown on said plan, thence running;

- | | |
|-----------------|---|
| S 89° 54' 36" W | two hundred ninety-two and 35/100 (292.35') feet along last-named road to a reinforcing bar, thence turning and running; |
| S 85° 35' 24" W | five hundred seventy-eight and 00/100 (578.00') feet along last-named road to a reinforcing bar, thence turning and running; |
| S 84° 54' 36" W | two hundred fifty-two and 86/100 (252.86') feet along last-named road to a reinforcing bar on the easterly line of land of Lisa J. Laczynski, thence turning and running; |
| N 21° 19' 29" E | six hundred fifty-eight and 12/100 (658.12') feet along last-named land passing through a reinforcing bar at 100.56' to an Iron Pipe, thence turning and running; |
| N 67° 57' 41" W | two hundred one and 80/100 (201.80') feet along last-named land to an Iron Pipe, thence turning and running; |
| N 14° 47' 19" E | eighty-nine and 10/100 (89.10') feet along land of Mieczyslaw S. Mieczkowski and Edward A. Mieczkowski to a reinforcing bar, thence turning and running; |
| N 07° 38' 15" E | six hundred fifty-nine and 34/100 (659.34') feet along last-named land to a reinforcing bar, thence turning and running; |
| N 00° 09' 24" W | two hundred ninety-nine and 64/100 (299.64') feet along last-named land to a stone bound thence turning and running; |
| N 03° 57' 56" E | three hundred ten and 11/100 (310.11') feet along last-named land to a reinforcing bar, thence turning and running; |
| S 85° 59' 56" E | two hundred thirty-five and 31/100 (235.31') feet along other land of Karl W. Garbiel to a reinforcing bar, thence turning and running; |

Legal Approved

- S 27° 20' 19" E one thousand two hundred twenty-four and 68/100 (1,224.68') feet along the westerly side of Old Greenfield Road to a point, thence turning and running;
- S 26° 43' 05" E four hundred twenty-seven and 45/100 (427.45') feet along the westerly side of said last-named road to a point at the northeasterly corner of land of said Edwin W. & Frances A. Fronckus Revocable Inter Vivos Trust, thence turning and running;
- S 63° 16' 55" W two and 84/100 (2.84') feet along last-named land to a Stone Bound, thence turning and running;
- S 04° 57' 30" W five-hundred seventy-three and 73/100 (573.73') feet along last-named land to the point of beginning.

Containing an area of 1,542,521 Square Feet or 35.411 Acres, more or less.

Exhibit B

ALE Farmstead Area

Garbiel Karl W 2, Montague

Legend

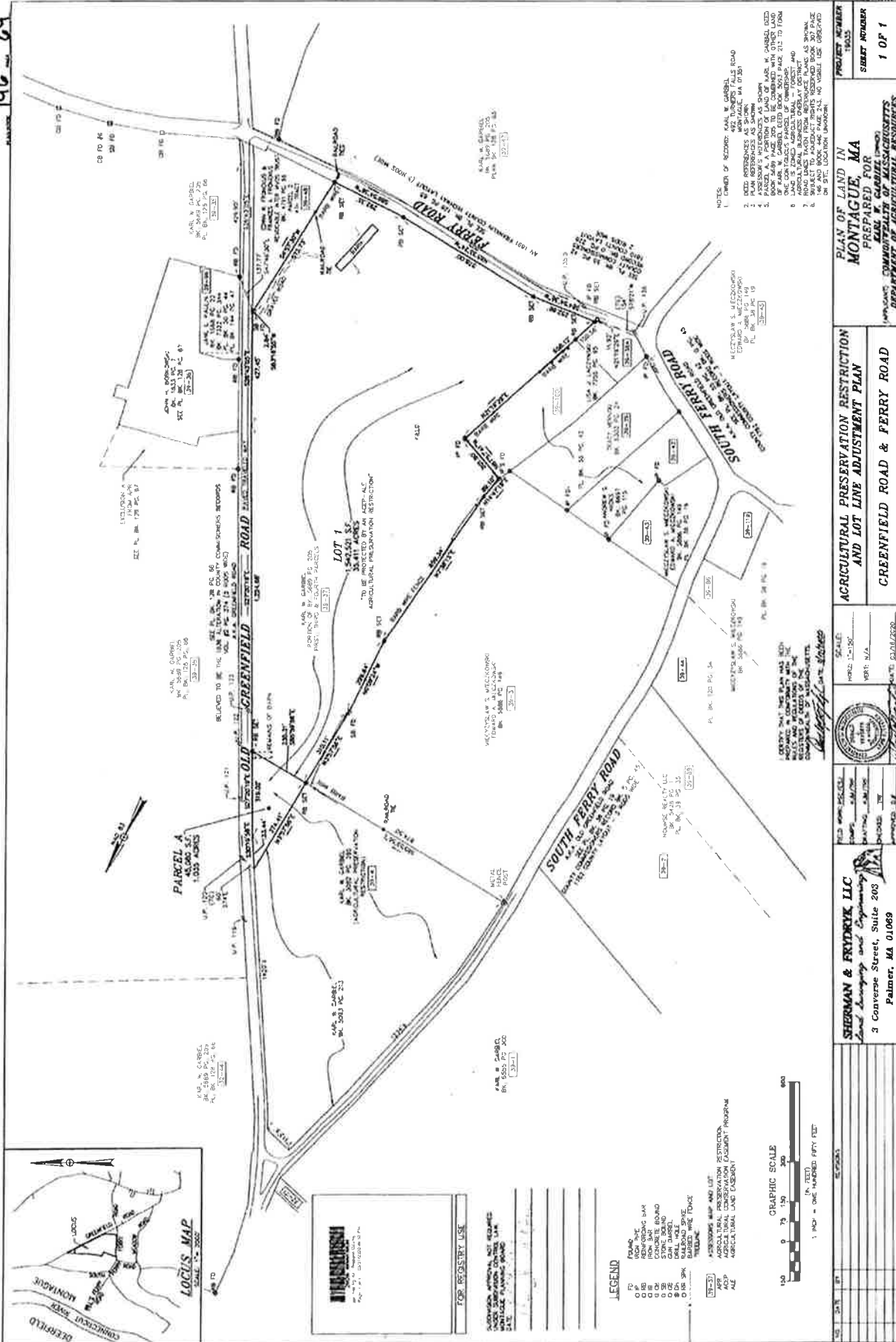
Parcel

Dimensions

ALE Farmstead
(white dashes)

Minor Road, Arterial





**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF MONTAGUE, MA
AND
WESTON & SAMPSON ENGINEERS, INC
FOR PHASE II ENVIRONMENTAL SITE ASSESSMENT SERVICES**

THIS AGREEMENT made this ____ day of _____, 2021 between Weston & Sampson Engineers, Inc, a Massachusetts corporation, with a usual place of business at 55 Walkers Brook Drive, Suite 100, Reading, MA 01867, hereinafter called the "ENGINEER," and the Town of Montague, MA, acting by its Selectboard, with a usual place of business at One Avenue A, Turners Falls, MA hereinafter called the "TOWN".

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a lump sum of \$32,500, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$32,500 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on July 1, 2021 and shall expire on June 30, 2022, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work, using skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

- B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or

to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all claims by the ENGINEER arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and

shall continue such insurance in full force and effect during the term of the Agreement.

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

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

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.

- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

WESTON AND SAMPSON ENGINEERS,
INC:

TOWN OF MONTAGUE:

By: _____

George D. Naslas

Name: _____

GEORGE NASLAS

Type or Print

Title: _____

VICE PRESIDENT

By: _____

Richard Kuklewicz
Selectboard Chair

519856/KOPE/0003

BOARD OF APPEALS

Town of Montague

1 Avenue A

Turners Falls, MA 01376

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: <https://zoom.us/j/87121549942>

Meeting ID: 871 2154 9942 Password: 513305

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

NOTICE OF PUBLIC HEARING

#21-03

Notice is hereby given that the Montague Zoning Board of Appeals will hold a public hearing on Wednesday, June 16, 2021 at 6:30p.m. **VIA ZOOM** at the request of Mark and Mary Bordeaux for a Special Permit pursuant to Montague Zoning Bylaws Section 8.5.3(b) to allow an attached accessory apartment and Section 5.5.3 for rear yard setback relief from 30' to 5'. The proposed work involves constructing a 32' x 24' addition to an existing single family home in the RS-1 District.

The above named property is located at 31 Montague Ave., Lake Pleasant, MA, and identified as Assessor's Map 37 Lots 030, 028, 007, 005 and 004.

BY _____
John Burek, Chairman
Montague Zoning Board of Appeals

cc: Town Clerk
Applicant
Abutting Property Owners
Planning Board/Town Planner/Conservation Commission
Planning Boards of Abutting Towns
Greenfield Recorder
WHAI
Zoning Board Members
Board of Selectmen/Town Administrator
Highway Superintendent
Water Department
Board of Health
Waste Water Treatment Plant
Police Department
Fire Department
Airport Commission



Montague Selectboard

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108

FAX: (413) 863-3231

June 14, 2021

John Burek, Chairman
Montague Zoning Board of Appeals

Mark and Mary Bordeaux
31 Montague Avenue
Lake Pleasant, MA

Re: Town of Montague Abutter comments ZBA Special Permit Hearing 21-03

Chairman Burek,

The Montague Selectboard has reviewed ZBA Special Permit file 21-03. The Selectboard, as a directly affected abutter to the proposed residential addition at 31 Montague Avenue has consulted with the Town Planner to review the file.

The Town recognizes that the proposed residential addition will be located approximately 5 feet from the property line closest to property owned by the Town of Montague (Map 36 Lot 138). A concrete block retaining wall is planned be built between 1 and 3 feet from the property line.

The SelectBoard does not object to the proposed addition at 31 Montague Street. However, the Board, through its assent is not expressly authorizing any encroachments, permanent or temporary onto municipal property (Map 36 Lot 138A).

Temporary access: The Board would like to note that if temporary access over municipal property is required for the construction, explicit permission must be granted from this Board. A construction sequencing plan and appropriate insurances will be required. If any trees on municipal property must be removed to accommodate the retaining wall or construction access, permission will need to be obtained from the Tree Warden.

Regards,

Rich Kuklewicz
Chair, Montague Selectboard

CC: Montague Building Inspector



Montague Conservation Commission
Deed Bk. 1476, Pg. 15

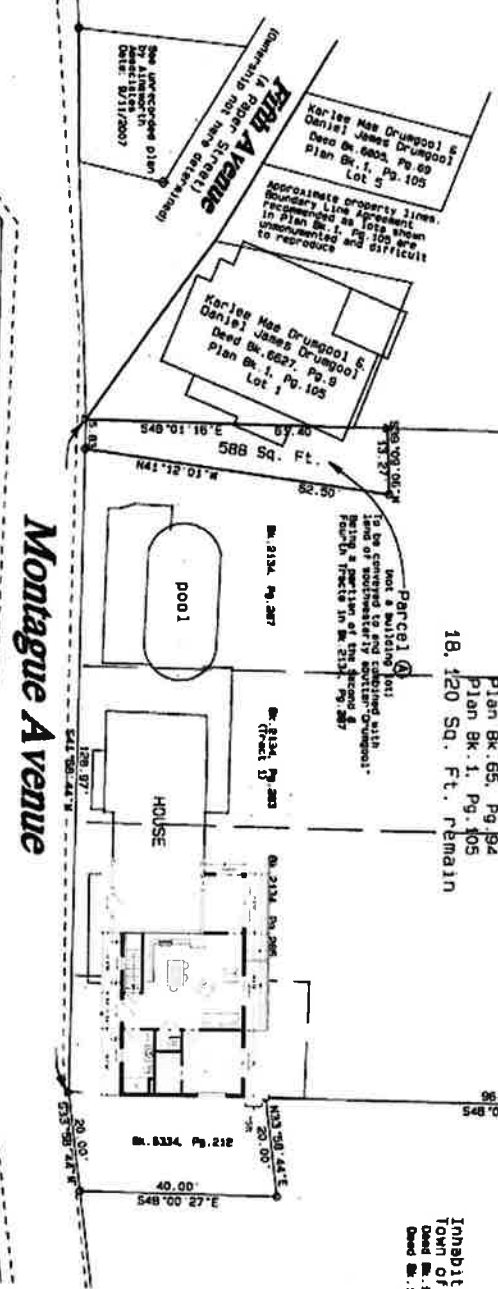
Turners Falls Fire District
Deed Bk. 626, Pg. 510
Plan Bk. 98, Pg. 47

Mark & Mary Bordeaux

Deed Bk. 2134, Pg. 283
Deed Bk. 2134, Pg. 285
Deed Bk. 2134, Pg. 287
Deed Bk. 6334, Pg. 212
Plan Bk. 65, Pg. 94
Plan Bk. 1, Pg. 405
18,120 Sq. Ft. Remain

Inhabitants of the
Town of Montague
Deed Bk. 1474, Pg. 325
Deed Bk. 1551, Pg. 323

For Registry Use



Montague Avenue

Rose Street

Lyman Street

Symbol	Description
□	Concrete bound found
●	Iron pipe found
○	Iron pipe set
Δ	Unsubstantiated point
---	Edge of traveled way

I hereby report that this plan has been prepared in conformity with the rules and regulations of the State of Massachusetts.
Professional Land Surveyor
Date: February 5, 2021



Mark & Mary Bordeaux
located in
Montague, Massachusetts

Daniel L. Werner, P.L.S., 225 Shelburne Line Road,
Colrain, Massachusetts
Scale: 1" = 15'
Date: February 5, 2021

Plan of Land

prepared for

Mark & Mary Bordeaux

located in

Montague, Massachusetts

Daniel L. Werner, P.L.S., 225 Shelburne Line Road,
Colrain, Massachusetts
Scale: 1" = 15'
Date: February 5, 2021

Approval under the Subdivision
Control Law not required
Montague Planning Board

Dated

Signed

AGREEMENT

This Agreement is made this ____ day of _____, 2021, by and between FirstLight MA Hydro LLC, a Delaware limited liability company, having a principal office at 111 South Bedford Street, Suite 103, Burlington, Massachusetts 01803, hereinafter called “FirstLight”, and the Town of Montague, a Massachusetts municipal corporation, with its offices located at 1 Avenue A, Turners Falls, Massachusetts 01376, hereinafter called the “Town.” FirstLight and the Town are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, FirstLight is the owner of three certain properties abutting 42A, 36, and 20 Canal Road, as follows: (1) in a southwesterly direction from the existing 5th Street Vehicle Bridge, extending parallel to the bridge from one side of the Turners Falls Power Canal (the “Power Canal”) to the other side; (2) over Canal Road, extending northeast from the existing 5th Street Vehicle Bridge between the mill buildings and the Power Canal; and (3) in the location of the existing Strathmore Footbridge, all in the Village of Turners Falls, Town of Montague (collectively the “Property”);

WHEREAS, FirstLight currently operates a hydroelectric facility including the Power Canal at the Property pursuant to a license from the Federal Energy Regulatory Commission (“FERC”) for the Turners Falls Hydroelectric Project (FERC Project No. 1889) (the “Project”);

WHEREAS, FirstLight is the owner of a pedestrian footbridge located on the Property known as the Strathmore Footbridge (the “Strathmore Footbridge”), which was constructed circa 1912;

WHEREAS, the Strathmore Footbridge spans from the Property on Canal Street across the Power Canal to the Strathmore Mill Complex in Montague;

WHEREAS, the north support of the Strathmore Footbridge is supported by the exterior wall of the Town’s Strathmore Mill Building #4;

WHEREAS, the Strathmore Footbridge was constructed pursuant to obligations created in certain easements granted by the then owner of the Property to third parties (collectively, the “Easements”);

WHEREAS, the Town is the owner of properties comprising the Strathmore Mill Complex, for which the Strathmore Footbridge provided pedestrian access from Canal Street (collectively, the “Town Lands”);

WHEREAS, the Town is the owner of certain utility lines attached to the Strathmore Footbridge (collectively, the “Utility Lines”), and, further, the Town has granted permission to third parties to use the Strathmore Footbridge for the purpose of laying utility lines;

WHEREAS, the Town seeks to redevelop the Town Lands including the replacement of an existing Town-owned pedestrian bridge at 5th Street in Montague known as the 5th Street Pedestrian Bridge, which carries water and sewer utilities to properties in the Canal District, with a new bridge (the “New 5th Street Pedestrian Bridge”);

WHEREAS, the Town has been awarded a grant from MassWorks Infrastructure Program to construct the New 5th Street Pedestrian Bridge, pursuant to the terms of which the Town must obtain all FERC permits and commence construction on or before July 1, 2021, and complete construction on or before June 30, 2022;

WHEREAS, FirstLight seeks to demolish the Strathmore Footbridge;

WHEREAS, due to the aging condition of the Strathmore Footbridge, FirstLight installed a fence and blocked public access across the Strathmore Footbridge in 2004;

WHEREAS, in exchange for certain accommodations from FirstLight, including, but not limited to, easements from FirstLight to allow the Town to construct, at its expense, the New 5th Street Pedestrian Bridge, and, in the future, a new Strathmore Footbridge (the “Town’s Strathmore Footbridge”) and the Canal Road Utilities (as hereinafter defined), the Town is willing to release FirstLight from obligations in the Easements so that FirstLight may proceed with demolition of the Strathmore Footbridge, without any obligation of FirstLight to replace or rebuild it;

WHEREAS, FirstLight's right to demolish the Strathmore Footbridge is contingent upon the installation of the New 5th Street Pedestrian Bridge; and

WHEREAS, the Parties wish to clearly set forth their respective obligations in this Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

A. OVERVIEW

1. Recitals: The Parties adopt and incorporate each of the foregoing Recitals.
2. Representations, Warranties, and Agreements:
 - a. The Parties represent and warrant that there has not been an assignment or transfer by operation of law or otherwise of any claim or part of any easements or rights to the Strathmore Footbridge that any Party has or may have had, except as expressly set forth herein;
 - b. The Parties represent and warrant that they have retained counsel of their own choosing. Counsel for each Party has reviewed this Agreement on that Party's behalf and negotiated its terms. By executing this Agreement, the Parties certify that they have read all of the terms of this Agreement; that they have discussed the Agreement with their respective attorneys;

that they have had a reasonable opportunity to consider the Agreement's terms; and that they fully understand the Agreement's terms and their effect; and

- c. The Parties represent and warrant that the signatory on behalf of each Party has the legal capacity and authority to execute and deliver this Agreement on behalf of, and to bind, each Party, and to perform the applicable terms of this Agreement, which constitutes the voluntary, legal, valid, and binding obligations of each Party.

B. FIRSTLIGHT'S OBLIGATIONS

At its sole cost, FirstLight shall have the obligations listed below.

1. Approval: Upon full execution of this Agreement, as a condition precedent to its performance hereunder, FirstLight shall promptly seek the approval of its Board of Directors (the "Board"). If such approval is not obtained by February 20, 2021, this Agreement shall automatically terminate and neither Party shall have any further obligations to the other. Upon receipt of such approval, FirstLight shall provide the Town with a copy of the Board resolution certified by the Board Clerk.
2. Application to FERC for New 5th Street Pedestrian Bridge: Within 30 days of full execution of this Agreement, the receipt of engineered plans, and copies of all

state and federal project bridge permit applications from the Town, as applicable, which plans must be reasonably satisfactory to FirstLight, as a condition precedent to its performance hereunder, FirstLight shall begin the FERC permitting process for the grant of rights for the New 5th Street Pedestrian Bridge. If FERC approval is not obtained within 180 days of provision of required documents by Town, this Agreement shall automatically terminate and neither Party shall have any further obligations to the other.

3. Demolition of Strathmore Bridge. Contingent upon installation of the New 5th Street Pedestrian Bridge, FirstLight shall have the right to demolish the Strathmore Bridge, and, within three years from notice from the Town requesting that FirstLight undertake the demolition of the Strathmore Bridge, FirstLight shall have completed such demolition.
4. Application to FERC for Canal Road Utilities: At such time as the Town determines to install the Canal Road Utilities (as hereinafter defined), the Town shall advise FirstLight, provide engineered plans, which plans must be reasonably satisfactory to FirstLight, and further provide utility line permit applications, whereupon FirstLight shall begin the FERC permitting process for authorization of the grant of rights for the Canal Road Utilities. Provided FERC approval is obtained, FirstLight shall grant an easement to the Town to install, maintain, operate, repair and replace utility lines commencing at the New Fifth Street

Pedestrian Bridge up Canal Road to the location of the existing Strathmore Bridge lines (the "Canal Road Utilities").

5. Application to FERC for Town's Strathmore Footbridge: At such time as the Town determines to install the Town's Strathmore Bridge, the Town shall advise FirstLight, provide engineered plans, which plans must be reasonably satisfactory to FirstLight, and further provide bridge permit applications, whereupon FirstLight shall begin the FERC permitting process for authorization of the grant of rights to construct the Town's Strathmore Bridge. Provided FERC approval is obtained, FirstLight shall grant an easement to the Town to install, maintain, operate, repair and replace the Town's Strathmore Bridge, in the approximate location of the existing Strathmore Bridge.
6. FERC Orders/Requirements: The Town acknowledges that FirstLight is subject to the jurisdiction of FERC for all activities concerning the Project, including, but not limited to the use of the Property and safety of the hydroelectric facilities. FirstLight covenants that it will exercise good faith and shall use its best efforts to obtain FERC approval for the New 5th Street Pedestrian Bridge, the demolition of the existing Strathmore Bridge, and, if applicable, the Canal Road Utilities and the Town's Strathmore Bridge. FirstLight shall promptly furnish to the Town copies of any orders or requirements imposed by FERC in connection with the rights granted or to be granted by FirstLight set forth in this Agreement. The Town shall cooperate with FirstLight in providing relevant information to FERC

and shall abide by all FERC orders and requirements that affect the uses of the Property by the Town that are authorized by FERC.

7. Payment to the Town: Within 30 days of receipt of FERC approval for the New 5th Street Pedestrian Bridge, without any conditions that are unsatisfactory to FirstLight, in its sole discretion, FirstLight shall pay to the Town the sum of \$250,000.00 for the purpose of improving utilities in the Turners Falls Canal District. No other sum shall be due the Town from FirstLight or paid by FirstLight for any planned work by the Town in connection with its development activities, including but not limited to, installing utilities from the existing Strathmore Footbridge onto the New 5th Street Pedestrian Bridge and up Canal Road to the location of the Strathmore Footbridge; the New 5th Street Pedestrian Bridge; the Canal Road Utilities or the Town's Strathmore Footbridge.
8. Easements to the Town: Subject to satisfaction of the Town's obligations herein, FirstLight shall grant the Town: (a) subject to FERC approval as set forth in paragraph 2 above, an easement for the New 5th Street Pedestrian Bridge, substantially in the form of Exhibit A, attached hereto and made a part hereof; (b) subject to FERC approval as set forth in paragraph 4 above, an easement for the Canal Road Utilities, substantially in the form of Exhibit B, attached hereto and made a part hereof; and (c) subject to FERC approval as set forth in paragraph 5 above, an easement for the Town's Strathmore Footbridge, substantially in the form of the final easement for the New 5th Street Pedestrian Bridge.

9. Demolition Plan: Prior to demolition of the Strathmore Footbridge by FirstLight, FirstLight shall provide to the Town, a Massachusetts engineer stamped demolition plan in connection with the north support attached to the Town's Strathmore Mill Building #4. Demolition of the Strathmore Footbridge shall not adversely affect the Strathmore Mill Building #4.

C. TOWN'S OBLIGATIONS

At its sole cost, the Town shall have the obligations listed below.

1. Approval from Town Meeting: Upon full execution of this Agreement, as a condition precedent to its performance hereunder, the Town shall provide FirstLight with a copy of the Town Meeting vote authorizing the Montague Selectboard to enter into and perform under this Agreement, along with an opinion of counsel certifying that all approvals, consents, referrals and/or reports from any governing agencies or departments within the Town were properly obtained by the Town, without any appeals therefrom.
2. Continuation of North Support: Until such time as FirstLight demolishes the Strathmore Footbridge, the Town shall continue to allow the north support connection on the exterior wall of Strathmore Mill Building #4. Notwithstanding the foregoing, the Town has no affirmative obligation relative to the structural integrity of the North Support.

3. Capping of Utility Lines: Upon receipt of FERC approval for the New 5th Street Pedestrian Bridge, and the payment from FirstLight to the Town set forth in Section B.7 herein, the Town shall flush and cap the Utility Lines on the Strathmore Footbridge. Lines leading to the bridge shall be capped outside of the FERC project boundary. The Town shall be solely responsible for obtaining permission from any other owner(s)/licensee(s) of the Utility Lines prior to undertaking the capping of the utilities. The Town shall acknowledge receipt of a notice of termination of permission from FirstLight concerning a 4" sludge line, substantially in the form as Exhibit C, attached hereto and made a part hereof.
4. Release: Upon receipt of FERC approval for the New 5th Street Pedestrian Bridge, the Town shall furnish to FirstLight a release from any and all obligations as to the Strathmore Footbridge arising from any easements or agreements, substantially in the form as Exhibit D, attached hereto and made a part hereof.
5. General Release: Upon receipt of FERC approval for the New 5th Street Pedestrian Bridge, the Town shall furnish to FirstLight a general release as to any claims associated with the Strathmore Footbridge and FirstLight's 2004 actions in installing a fence and blocking access across the Strathmore Footbridge, substantially in the form as Exhibit E, attached hereto and made a part hereof.
6. Consent from Turners Falls Hydro, LLC, a subsidiary of Eagle Creek Renewable Energy ("TFHLLC"): The Town shall furnish to FirstLight a consent from

TFHLLC for the demolition of the Strathmore Footbridge that acknowledges that FirstLight shall have no future obligations to construct and maintain a replacement footbridge, pursuant to rights, if any, including, but not limited to, any rights included in the Cross-Easements, Covenants, Restrictions Agreement between International Paper Company and Turners Falls Hydro, LLC, dated June 6, 2001, and recorded in Book 3788, Page 243 of the Franklin County Registry of Deeds.

7. Condition of the Property: The Town acknowledges that FirstLight makes no representations or warranties whatsoever as to the condition of its Property and agrees to accept the condition of the easements (the "Easement Areas") to be granted pursuant to this Agreement "AS-IS" "WHERE-IS" and "WITH ALL FAULTS". All risk of use of the Easement Areas by or through the Town shall be assumed by the Town and the users of the Easement Areas.
8. Permits: The Town shall obtain all required permits for any Town facilities, including, but not limited to, the bridge improvements and utility lines (collectively, the "Town's Facilities"), to be located within the Easement Areas on the Property. The Town shall diligently pursue such permits in a timely manner to support FirstLight's demolition schedule. The Town shall promptly provide copies of such permits to FirstLight.

9. Notice of Town's Work/Plans: The Town shall provide FirstLight with reasonable advance written notice of any proposed construction upon the Easement Areas, which notice shall include detailed work plans describing such construction and schedule, and FirstLight shall have the right to prior review and approval of the proposed work plans and schedule and to impose reasonably necessary conditions related to safety or the protection of FirstLight's facilities (including, without limitation, its existing facilities) and operations prior to commencement of any work, except in the event of an emergency.
10. Construction Completion Report: Promptly upon completion of construction of each of the New 5th Street Pedestrian Bridge, the Canal Road Utilities and the Town's Strathmore Footbridge, the Town shall provide to FirstLight a construction completion report, including photographs.
11. Construction/Operation/Maintenance: The Town shall be solely responsible for the exercise of the rights granted by FirstLight as to the construction, operation and maintenance of the Town's Facilities for the New 5th Street Pedestrian Bridge, the Canal Road Utilities, and the Town's Strathmore Footbridge. If the Town discovers unanticipated cultural resource sites during construction, operation or maintenance of the Town's Facilities, then the Town shall immediately cease work and contact FirstLight and shall follow the procedures set forth in the FirstLight's Historic Properties Management Plan.

12. Title/Control of the Town's Facilities: Legal title to the Town's Facilities shall remain in the Town, as its sole and exclusive property. The Town shall have full and exclusive control and use of each and every part of the Town's Facilities.
13. Inspection: At all times, the Town shall engage qualified professionals to regularly inspect the Town's Facilities to ensure that such facilities located within the Easement Areas comply with all applicable laws, rules, regulations, orders, and requirements of any governmental agency.
14. Conditions/Restoration: In the exercise of its easement rights from FirstLight for the New 5th Street Pedestrian Bridge, the Canal Road Utilities, and the Town's Strathmore Footbridge, the Town shall, at all times, keep the Easement Areas free from accumulation of debris and maintain them in a safe and clean condition and promptly and completely restore any area that may be disturbed by the Town, as closely as possible, to its condition as existed immediately prior to the Town's activities on the Easement Areas.
15. As Built: Upon completion of the installation of each of the New 5th Street Pedestrian Bridge, the Canal Road Utilities, and the Town's Strathmore Footbridge, the Town shall promptly furnish to FirstLight as-built drawings by a Massachusetts-licensed surveyor depicting the location of the Town's Facilities, including, but not limited to, any utility lines, within the applicable easement area on the Property.

16. Non-Impairment with the Project: The Town shall not conduct any activities on the Property in connection with the exercise of any rights granted by FirstLight that will impair FirstLight's operation of the Project or adversely affect compliance with its FERC license and governing law, regulations, orders or codes.
17. Indemnity: The Town shall at all times, to the extent permitted by law, indemnify, defend (by counsel reasonably acceptable to FirstLight), protect, and hold FirstLight, its officers, directors, members, agents, employees, officials, and representatives (collectively, "Indemnified Parties"), harmless from and against any and all claims, damages, costs, and liabilities of any nature or kind, including reasonable attorneys' fees, that may arise out of or be caused by the actions or omissions of the Town, its agents, employees or contractors in connection with its obligations in this Agreement. This indemnity shall not be limited by any insurance coverage provided, or any term or condition of this Agreement, and shall survive the expiration or earlier termination of this Agreement.
- Notwithstanding the foregoing, the obligation for the Town to indemnify, defend and hold harmless the Indemnified Parties set forth in this Section shall not apply to any claims, damages, costs, or liabilities caused in whole or in part by an Indemnified Party's negligence or willful misconduct or by third parties that are not under the control or supervision of the Town, its agents, employees or contractors.

18. Environmental Indemnity: The Town shall, to the extent permitted by law, indemnify, defend (by counsel reasonably acceptable to FirstLight), protect, and hold harmless FirstLight, and all the Indemnified Parties from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by any contamination to the Property by Hazardous Substances, as hereinafter defined, released as a proximate result of actions or omissions of the Town. The Town's obligations hereunder shall include without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair or cleanup of the Property, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. This indemnification shall not extend to the discovery of Hazardous Substances at the Property, except any such Hazardous Substances contained on, inside, or a part of the lines affixed to the Strathmore Bridge. Moreover, notwithstanding the foregoing, the obligation of the Town to indemnify, defend and hold harmless the Indemnified Parties set forth in this Section shall not apply to any claims, damages, costs, or liabilities caused in whole or in part by an Indemnified Party's negligence or willful misconduct or by third parties that are not under the control or supervision of the Town, its agents, employees or contractors. The term "Hazardous Substances" means any toxic or hazardous substance, material or waste which is or becomes

regulated by any local government authority, the Commonwealth of Massachusetts or the United States Government (collectively, "Hazardous Materials Laws"). The term "Hazardous Substances" includes, without limitation, any material or substance which is (i) defined as a "hazardous substance" under the laws of the Commonwealth of Massachusetts, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to §311 of the Federal Water Pollution Control Act (33 U.S.C. 1321), (v) defined as "hazardous waste" pursuant to §1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. 6903), (vi) defined as a "hazardous substance" pursuant to §101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601), (vii) defined as a "regulated substance" pursuant to §9001 of Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. 6991), (viii) defined as a "chemical substance" pursuant to §3 of the Toxic Substances Control Act (15 U.S.C. §2602), or (ix) as a "hazardous air pollutant" pursuant to §112 of the Clean Air Act (42 U.S.C. 7412) as have been amended from time to time.

19. Insurance: Commencing on the date that the Town starts work pursuant to the provisions of this Agreement, the Town shall provide FirstLight annually with proof of commercial general liability insurance coverage with limits of at least Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate for bodily injury and property damage during any construction project in the Easements, and two Million Dollars (\$2,000,000) per

occurrence and Five Million Dollars (\$5,000,000) aggregate for bodily injury and property damage during any period when no construction is occurring. The insurance certificate must identify the location of the property and all insurance policies required to be maintained by the Town shall be endorsed to (i) name FirstLight, its directors, officers, employees and affiliates as additional insureds with respect to any and all third party bodily injury and/or property damage; (ii) require that the insurer endeavor to provide at least thirty (30) days written notice to FirstLight prior to any cancellation or material change in any insurance policy; and (iii) during any period in which construction is occurring, provide a waiver of subrogation in favor of FirstLight.

D. GENERAL

1. Good Faith/Cooperation: The Parties agree to act in good faith and to cooperate as necessary in all matters set forth in this Agreement.
2. Confidentiality: Until such time as this Agreement is fully executed, to the extent permitted by Massachusetts law, the Parties agree to keep confidential the terms of this Agreement.
3. Joint Press Release: The Town and FirstLight agree to work together on a joint press release to be issued once this Agreement is fully executed.
4. Notice: Any notice provided under or pursuant to this Agreement shall be in writing. Notices permitted or required under this Agreement shall be deemed

received upon personal delivery, or upon one (1) business day following pick up by overnight courier (provided a receipt for delivery is obtained), or three (3) business days following mailing by certified mail, postage prepaid, return receipt requested to:

FirstLight:

FirstLight MA Hydro LLC

Northfield Mountain

99 Millers Falls Road

Northfield, MA 01360

Attention: Senior Operations Manager, NORTH

With a copy to:

FirstLight MA Hydro LLC

111 South Bedford Street, Suite 103

Burlington, MA 01803

Attention: Legal Department

Town:

Town of Montague

1 Avenue A

Turners Falls, MA 01376

Attention: Selectboard

With a copy to:

Jeffrey T. Blake, Esq.

KP Law, P.C.

101 Arch Street, 12th Floor

Boston, MA 02110

Any address or name specified above may be changed by a notice given to the addressee by the other party in accordance with this Section. The inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of this notice as of the date of such inability to deliver or rejection or refusal to accept.

5. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.
6. Entire Agreement/Modifications: This Agreement constitutes the entire understanding between the Parties with respect to the matters addressed herein and no oral statements, representations, promises, or understandings not set forth

in this Agreement shall bind the Parties unless reduced to writing and signed by both Parties. This Agreement shall supersede all prior written agreements between the Parties or their predecessors in interest or title. No changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid except by written instrument executed by the Parties.

7. Binding Effect: This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors.
8. Assignment: FirstLight shall have the right to assign this Agreement, without any approval or consent of the Town to any entity which acquires substantially all of its Project assets or the Property. The Town shall have the right to assign this Agreement with prior written consent from FirstLight, which consent shall not be unreasonably withheld, conditioned or delayed, and only after the Town's obligations herein are fully satisfied.
9. Dispute Resolution Process:
 - a. FirstLight and the Town shall attempt in good faith to resolve any dispute arising out of this Agreement. Either Party may give the other Party written notice of any dispute, which notice shall include a summary of that Party's position. Within fifteen (15) days after delivery of the notice, the receiving Party shall respond with a summary of the receiving Party's position. Within thirty (30) days after the initial notice, the Parties shall

meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other in support of the negotiation will be honored, and all negotiations shall be confidential and treated as compromise and settlement negotiations, to the extent permitted by law.

- b. If the dispute has not been resolved by negotiation within thirty (30) days after the disputing Party's notice, or if the Parties failed to meet within thirty (30) days, the Parties shall proceed to mediation under the then current International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.
- c. Should the Parties fail to resolve the claim or dispute to their mutual satisfaction within sixty (60) days after such mediation, or any other mutually agreeable time period, either Party may file an action with a court of competent jurisdiction in the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by its
respective proper and authorized officers this _____ day of _____, 2021.

Signed, Sealed and Delivered

in the Presence of:

FIRSTLIGHT MA HYDRO LLC

WITNESSES

By: _____

Print Name:

Its _____, duly authorized

Print Name:

WITNESSES

TOWN OF MONTAGUE

Print Name:

Richard Kuklewicz, Chairman

Michael Nelson, Vice Chairman

Print Name:

Christopher Boutwell, Clerk

Exhibits

- A. Easement from FirstLight for New 5th Street Pedestrian Bridge
- B. Form of Easement from FirstLight for Canal Road Utilities
- C. 4" Sludge Line Termination Letter from FirstLight
- D. Release from the Town
- E. General Release from the Town

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

WendyB-Montague Board of Selectmen

From: StevenE - Montague Town Administrator
Sent: Thursday, June 10, 2021 11:58 AM
To: WendyB-Montague Board of Selectmen
Cc: Rich Kuklewicz; Jen Audley
Subject: ARPA Funding - Agenda Item for 6/14
Attachments: 20210405_CLFRFallocations_V02.xlsx.pdf; FFO Slide Deck_CSLFRF GuidanceBrief_V02.pdf

Hi

Please add the following as a separate item before the TA Business portion of the agenda. You can include this email and attachments in the board packet. Note: I received clarification today that Montague will receive its local share as well as a "county" share, totaling \$2,454,623. The county share comes directly to Montague because our county government was abolished, as it was in many parts of the state.

ARPA State and Local Fiscal Recovery Funds (Steve Ellis)

- Montague's allocations and allowable uses of American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). Total funds available are \$2,454,623 (Montague Town allocation = \$859,538; Montague County Reallocation \$1,595,085).
- Provide the Town Administrator with authorization to file for Montague's first 50% share of available ARPA CSLFRF grant funding, \$1,227,312.

I included an advisory with our allocation data and a slide deck that offers some orientation to the funding and allowable uses to be included with the meeting materials.

Steven Ellis
Montague Town Administrator
One Avenue A
Turners Falls, MA 01376
413-863-3200 x110
www.montague-ma.gov

Pronouns: Him/His (or just call me Steve)

MEMORANDUM

TO: Municipal Chief Executives
FR: Heath Fahle, A&F Federal Funds Office
DT: June 1, 2021
RE: Applying for Coronavirus Local Fiscal Recovery Fund (CLFRF) Funding

The American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (ARPA), provides local governments with federal resources through the new Coronavirus Local Fiscal Recovery Fund (CLFRF) to respond to the public health emergency caused by the Coronavirus Disease (COVID-19).

ARPA allocates funds to municipalities through two classifications, including “metropolitan cities” and “nonentitlement units” (NEUs).¹ This memorandum summarizes the steps required for NEUs to receive allocations through the CLFRF.

Allocations and Timing

The CLFRF allocates approximately \$3.4 billion to counties and municipalities in Massachusetts, including:

- Municipal allocation of \$2.0 billion, comprised of \$1.7 billion for metropolitan cities and \$385 million for NEUs
- County allocation of \$1.3 billion
 - The county allocation for abolished counties, approximately \$945 million, will be reallocated to the municipalities in those counties on a per capita basis
 - The county allocation in functional counties, approximately \$393 million, will be available to county governments directly from US Treasury

Officials in metropolitan cities should refer to the memorandum of May 19, 2021 for application information.

Massachusetts NEUs are now able access their municipal allocation. Per statute, these funds will be disbursed in two tranches, with 50 percent available to NEUs as of the date of this memorandum and the remaining 50 percent available not less than 12 months after the municipality receives the first tranche.

Payments will be distributed by the Department of Revenue Division of Local Services (DLS) through the same process used for local aid (e.g., payments will be received in the same bank account as local aid payments). DLS will provide further guidance about accounting for these funds.

¹ Please see the attached table for municipal classifications.

Administrative Responsibilities

The CLFRF is administered by the US Department of the Treasury (hereafter, “US Treasury” or “Treasury”). Municipalities are responsible for determining eligible uses, ensuring compliance with all relevant federal rules and regulations, and adhering to reporting requirements. These responsibilities are described in the relevant federal guidance related to the program, including the following items:

- Program guidance in the form of the “Interim Final Rule”: <https://public-inspection.federalregister.gov/2021-10283.pdf>
- FAQs: <https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>
- Fact Sheet: <https://home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL1-508A.pdf>
- Quick Reference Guide: <https://home.treasury.gov/system/files/136/SLFRP-Quick-Reference-Guide-FINAL-508a.pdf>

Unlike previous federal allocations provided in response to COVID-19, each municipality is the “prime recipient” of federal funds responsible to US Treasury for all aspects of administration and subject to federal clawbacks associated with compliance failures. The Commonwealth will not make eligibility determinations for this program.

County Reallocations

ARPA allocates \$1.3 billion to Massachusetts counties through the CLFRF. Approximately \$945 million of this amount is dedicated to abolished county governments. Per statute, the Commonwealth will reallocate these funds to the relevant municipalities on a per capita basis. The Commonwealth awaits further guidance from Treasury related to the timing and process for distributing these funds.

Approximately \$393 million is available to county governments as depicted in Figure 1. Funds are available to these entities directly from the US Treasury. The Commonwealth has no ability to alter these allocations.

ARPA: Massachusetts Counties	
County	Amount (\$)
Norfolk	137,282,758
Bristol	109,786,776
Plymouth	101,237,378
Barnstable	41,370,811
Dukes	3,366,538
Total	393,044,261

Figure 1: CLFRF Allocations to Massachusetts county governments

Application Process

To apply to the Commonwealth for the first tranche of CLFRF funding, NEUs must complete the application form. The following information is required to complete the application:

- Local government name, Entity's Taxpayer Identification Number, DUNS number, and address
- Authorized representative name, title, and email
- Contact person name, title, phone, and email
- Financial institution information (e.g., routing and account number, financial institution name and contact information)
- Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget)
- Award terms and conditions agreement (as provided by Treasury to be signed)
- Assurances of compliance with Title VI of the Civil Rights Act of 1964 (as provided by Treasury to be signed)

Additionally, if a municipality so chooses, it can request to decline its funding allocation and transfer funds to the Commonwealth. Page 95 of the Interim Final Rule (IFR) outlines the process by which a municipality may choose to do so.

Contact

Future Commonwealth activity related to the Coronavirus Local Fiscal Recovery Fund will be coordinated by the Executive Office for Administration & Finance (A&F) Federal Funds Office (FFO). Please contact Brendan Sweeney, Assistant Director for Federal Funds – Municipal, at Brendan.S.Sweeney@mass.gov or via telephone at (857) 338-0011.

Coronavirus Local Fiscal Recovery Fund Allocations by Municipality
County Reallocation amounts are under further review

ARPA Coronavirus Local Fiscal Recovery Fund Allocations by Municipality												
Municipality	Population	County	CD1	CD2	US Treasury		Municipal		County		Total Per	
					Classification	QCTs	Allocation	Capita Amount	Reallocation	Per Capita	Amount	Capita Amount
Ludlow	21,233	Hampden	1st		Nonentitlement Unit	0	2,222,427	105	4,124,261	194	6,346,689	299
Lunenburg	11,736	Worcester	3rd		Nonentitlement Unit	0	1,228,390	105	2,279,580	194	3,507,971	299
Lynn	94,299	Essex	6th		Metropolitan City	17	56,818,440	603	18,316,475	194	75,134,915	797
Lynnfield	12,999	Essex	6th		Nonentitlement Unit	0	1,360,587	105	2,524,903	194	3,885,490	299
Malden	60,470	Middlesex	5th		Metropolitan City	4	34,028,561	563	11,745,589	194	45,774,150	757
Mansfield	5,434	Essex	6th		Nonentitlement Unit	0	568,769	105	1,055,491	194	1,624,260	299
Marblehead	24,470	Bristol	4th		Nonentitlement Unit	0	2,561,240	105	0	0	2,561,240	105
Marion	20,555	Essex	6th		Nonentitlement Unit	0	2,151,462	105	3,992,568	194	6,144,030	299
Marlborough	5,188	Plymouth	9th		Nonentitlement Unit	0	543,020	105	0	0	543,020	105
Marshfield	39,597	Middlesex	3rd		Nonentitlement Unit	0	4,144,561	105	7,691,253	194	11,835,814	299
Mashpee	25,967	Plymouth	9th		Nonentitlement Unit	0	2,717,928	105	0	0	2,717,928	105
Mattapoisett	14,229	Barnstable	9th		Nonentitlement Unit	0	1,489,329	105	0	0	1,489,329	105
Maynard	6,401	Plymouth	9th		Nonentitlement Unit	0	669,983	105	0	0	669,983	105
Medfield	11,336	Middlesex	3rd		Nonentitlement Unit	0	1,186,523	105	2,201,885	194	3,388,408	299
Medford	57,341	Middlesex	5th		Metropolitan City	0	37,409,525	652	11,137,817	194	48,547,342	847
Medway	13,479	Norfolk	4th		Nonentitlement Unit	0	1,410,827	105	0	0	1,410,827	105
Melrose	28,016	Middlesex	5th		Nonentitlement Unit	0	2,932,394	105	5,441,780	194	8,374,174	299
Mendon	6,223	Worcester	2nd		Nonentitlement Unit	0	651,352	105	1,208,745	194	1,860,097	299
Merrimac	6,960	Essex	6th		Nonentitlement Unit	0	728,493	105	1,351,898	194	2,080,392	299
Methuen	50,706	Essex	3rd		Metropolitan City	1	9,978,445	197	9,849,046	194	19,827,491	391
Middleborough	25,463	Plymouth	9th		Nonentitlement Unit	0	2,665,175	105	0	0	2,665,175	105
Middlefield	534	Hampshire	1st		Nonentitlement Unit	0	55,893	105	103,723	194	159,616	299
Middleton	10,110	Essex	6th		Nonentitlement Unit	0	1,058,199	105	1,963,749	194	3,021,948	299
Milford	29,101	Worcester	4th		Nonentitlement Unit	0	3,045,960	105	5,652,528	194	8,698,488	299
Milbury	13,947	Worcester	2nd		Nonentitlement Unit	0	1,459,812	105	2,709,041	194	4,168,854	299
Mills	8,310	Norfolk	4th		Nonentitlement Unit	0	869,796	105	0	0	869,796	105
Millville	3,257	Worcester	2nd		Nonentitlement Unit	0	340,905	105	632,634	194	973,540	299
Milton	27,593	Norfolk	7th	8th	Nonentitlement Unit	0	2,888,119	105	0	0	2,888,119	105
Monroe	115	Franklin	1st		Nonentitlement Unit	0	12,037	105	22,337	194	34,374	299
Monson	8,787	Hampden	1st		Nonentitlement Unit	0	919,723	105	1,706,772	194	2,626,494	299
Montague	8,212	Franklin	2nd		Nonentitlement Unit	0	859,538	105	1,595,085	194	2,454,623	299
Monterey	924	Berkshire	1st		Nonentitlement Unit	0	96,714	105	179,476	194	276,190	299
Montgomery	866	Hampden	1st		Nonentitlement Unit	0	90,643	105	168,210	194	258,853	299
Mount Washington	157	Berkshire	1st		Nonentitlement Unit	0	16,433	105	30,495	194	46,928	299
Nahant	3,513	Essex	6th		Nonentitlement Unit	0	367,701	105	682,359	194	1,050,060	299
Nantucket	11,399	Nantucket	9th		Nonentitlement Unit	0	1,193,117	105	2,214,122	194	3,407,239	299
Natick	36,050	Middlesex	5th		Nonentitlement Unit	0	3,773,301	105	7,002,290	194	10,775,591	299



Commonwealth of Massachusetts

Executive Office for Administration & Finance

Federal Funds Office (FFO)

American Rescue Plan Act of 2021 (ARPA):

Guidance Briefing

May 2021

All figures subject to change



Context

- US Treasury released materials associated with the launch of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) on May 10, 2021
 - › Updated state and local allocation amounts
 - › Guidance in the form of an “Interim Final Rule” providing further definitions, restrictions, and reporting requirements on the funds
 - › FAQ document



Updated Allocations

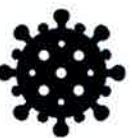
- The Commonwealth now slated to receive **\$5.3 B**, an increase of approximately \$774 M versus the preliminary estimate of \$4.5 B
 - › Calculated based on more recent unemployment data relative to the rest of the country
- Local governments in Massachusetts to get **\$3.4 B**, similar to the preliminary estimate but with slightly different distribution among cities and towns
- In total, **\$8.7 B** for the state, counties, and municipalities in Massachusetts

Note

- *Treasury is expected to release more information on local allocations in the coming days*



Eligible Uses for the State and Local Aid



1. *Respond to the public health emergency with respect to COVID-19 or its negative economic impacts*



2. *Provide premium pay to employees providing essential work during the COVID-19 public health emergency*



3. *Provide government services to the extent of the reduction in revenue due to COVID-19*



4. *Invest in water, sewer, or broadband infrastructure*

ARPA Guidance



Respond to the public health emergency with respect to COVID-19 or its negative economic impacts

Potential Eligible Uses Include:

- Direct COVID-related costs (testing, contact tracing, etc.)
- Public health and safety staff
- Hiring state and local government staff up to the number of employees to pre-pandemic levels
- Assistance to unemployed workers, including job training
- Contributions to UI systems
- Small business assistance
- Nonprofit assistance
- Assistance to households
- Aid to impacted industries
- Expenses to improve efficacy of public health or economic relief programs
- Survivor's benefits
- Aid to disproportionately impacted populations or communities (see next slide)

ARPA Guidance



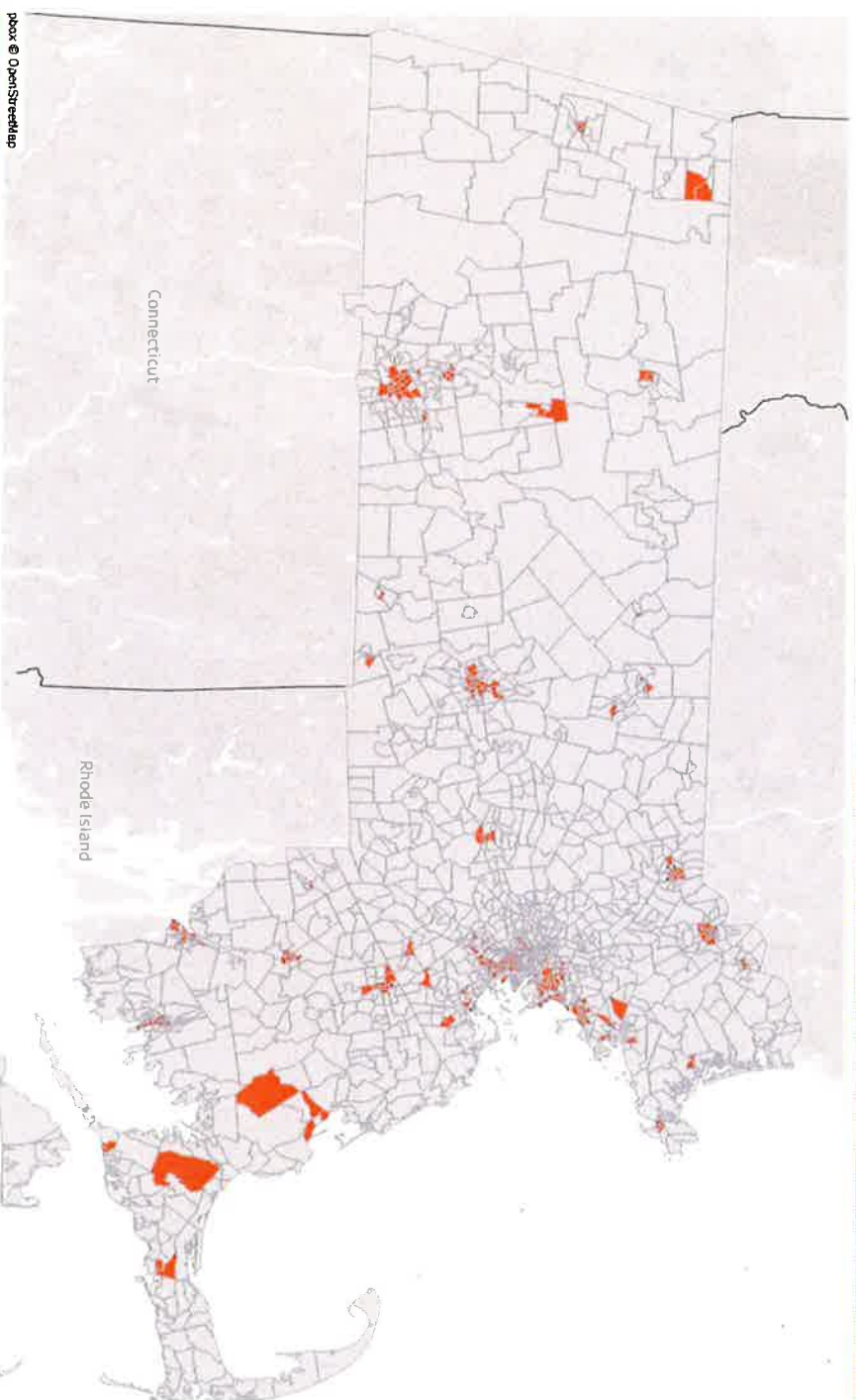
Aid to Disproportionately Impacted Populations or Communities:

- › Two ways to define these populations or communities:
 - » Generate our own definition of disproportionately impacted populations or communities
 - » Qualified Census Tracts (QCTs) identified by HUD
- There are 312 QCTs in Massachusetts located within 49 municipalities
- The QCTs represent approximately 1.3 M people



Stats on QCTs

- 312 QCTs in Massachusetts
- Represents approximately 19% of the population



ARPA Guidance



Aid to Disproportionately Impacted Populations or Communities:

- › Potential eligible uses for disproportionately impacted populations or communities:
 - » Programs that facilitate access to health and social services
 - » Programs that address housing insecurity, lack of affordable housing, or homelessness
 - » Programs that mitigate the impacts of COVID on education; and
 - » Programs that mitigate the impacts of COVID on childhood health or welfare

ARPA Guidance



Revenue replacement

- Helpful definition of revenue replacement:
 - › Create a counterfactual revenue collection scenario based on a set of assumptions described by Treasury
- Funds used for revenue replacement have broad ability to spend, but cannot be deposited in Stabilization Fund or use to support debt service costs

Covered Period

- *Expenses must be obligated by December 31, 2024, but actual payments can lag to December 31, 2026*

ARPA Guidance



Water, Sewer, and Broadband Infrastructure

- › Wide discretion for projects eligible for Clean Water Trust programs
- › Dams and culverts are not explicitly prohibited, but do not seem to align with the guidance

Compliance and Reporting Obligations

- › Need to carefully document and describe the eligibility of each expenditure, with caveats noted above
- › Extensive list of reporting requirements
 - » Also requires the development of a Key Performance Indicators framework (further guidance forthcoming)
- › These obligations will last until calendar year 2027

A&F Federal Funds Office (FFO)



Heath Fahle:
Special Director of
Federal Funds



Dana Ellis:
Assistant Director
Federal Funds,
Commonwealth



Brendan Sweeney:
Assistant Director
Federal Funds,
Municipalities



Kate Mayer:
Assistant Director Federal
Funds, Analytics,
Engagement &
Transparency



Brendan Dutch:
Assistant Director
Federal Funds,
Compliance



Kelly Rogers



Katie Tisinger



Katie Berdy

Web: www.mass.gov/federalaffunds

E-mail: ffoanf@mass.gov

Phone: 617-727-2040

WendyB-Montague Board of Selectmen

From: StevenE - Montague Town Administrator
Sent: Wednesday, June 9, 2021 2:38 PM
To: WendyB-Montague Board of Selectmen
Subject: 6/14 meeting

Under TA Business:

- Update on EPA Removal Action at 11 Power Street (former site of Railroad Salvage)

Steven Ellis
Montague Town Administrator
One Avenue A
Turners Falls, MA 01376
413-863-3200 x110
www.montague-ma.gov

Pronouns: Him/His (or just call me Steve)

11B

WendyB-Montague Board of Selectmen

From: StevenE - Montague Town Administrator
Sent: Wednesday, June 9, 2021 7:37 PM
To: WendyB-Montague Board of Selectmen
Subject: FW: Budget Priorities

Hi Wendy

I think we should place this on the board's agenda to discuss Monday night under TA business. I will try to connect with Walter and Chelsey, in particular, to think through a few of our key projects/priorities.

Thanks _ Steve

From: Blais, Natalie - Rep. (HOU) <Natalie.Blais@mahouse.gov>
Sent: Monday, June 7, 2021 2:00 PM
To: townadmin@ashfield.org; twndadmin@town.buckland.ma.us; kwarden@townofchester.net; townadmin@townofchesterfieldma.com; townadmin@townofconway.com; MVandoloski@Cumington-Ma.gov; ExecAsst@town.deerfield.ma.us; selectboard@goshen-ma.us; admin@huntingtonma.us; townadministrator@leverett.ma.us; selectboard@middlefieldma.net; StevenE - Montague Town Administrator <townadmin@montague-ma.gov>; selectboard@town.plainfield.ma.us; townadmin@TOWNOFSHELBURNEMA.GOV; townadmin@shutesbury.org; townadmin@TOWNOFSUNDERLAND.US; townadmin@whately.org; townadmin@burgy.org; selectboard@worthington-ma.us
Cc: Coryat, Corinne (HOU) <Corinne.Coryat@mahouse.gov>
Subject: Budget Priorities

Good afternoon –

I hope this email finds you well. We are anticipating Congressional action on the Biden Administration's American Jobs Plan prior to the end of July. This package may infuse up to \$4 trillion in infrastructure, economic and social safety net spending into our economy. It is critical that we, as a Commonwealth, are prepared for the most efficient and expedient allocation of these funds.

I want to take this opportunity to touch base with you on your top THREE municipal budget priorities so that I may effectively advocate for your community as discussion continues on federal dollars flowing to the state.

I know many of you will want additional details but at this time, we just don't have them. The best guidance I can give at this point is to choose what is most important to you community! If possible, pick a range of project dollar amounts and focus on infrastructure. If additional guidance becomes available, I will certainly be in touch with those details.

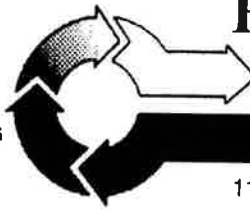
Please complete this form by 5pm on June 18th. If you have questions or concerns, please do not hesitate to reach out to my office at 413-362-9453 or corinne.coryat@mahouse.gov.

Thank you in advance for your time as I know this is a busy time of year for you.

All the very best,
Natalie

11c

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

117 Main Street., 2nd Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT
AND
THE TOWN OF MONTAGUE
REGARDING HAULING OF RECYCLABLES AND
HAULING AND DISPOSAL OF SOLID WASTE;
HAULING AND DISPOSAL OF BULKY WASTES; AND
HAULING AND DISPOSAL OF SCRAP METAL AND APPLIANCES

This Memorandum of Understanding (MOU), is executed this _____ day of _____, 2021, by and between the Franklin County Solid Waste Management District, hereinafter referred to as the "District", and the Town of Montague, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the "Town."

WITNESSETH THAT:

WHEREAS, the District issued an Invitation for Bids (IFB) for hauling services for recyclables and solid waste from District member municipalities, and

WHEREAS, the District negotiated contracts for hauling and disposal services based upon a review of the IFB responses, and

WHEREAS, the District is making these contracts available to member municipalities, and

WHEREAS, the Town selected the hauler to service member municipalities,

THEREFORE, the District and the Town now agree to the following terms and conditions regarding said contracts:

1. The District shall provide administration of the contract on behalf of the Town.
2. The District shall, on a monthly basis, receive all invoices from the Contractor for provided services. Specific town services are listed in Attachment A.
3. The District shall, within seven (7) days of receipt of said invoices, remit to the Town an invoice for the Town's share of the hauling and disposal costs incurred during the preceding month. The invoice shall be based upon the hauling and disposal costs as itemized in Attachment A. The District's invoice will include an administrative surcharge for each service.
4. The Town will remit payment to the District for all charges invoiced by the District within thirty (30) days of receipt of the District's invoice.

(over)

5. In the event that payment from the Town does not reach the District office within the prescribed 30 days, the District may add an additional 1.5% late fee to the next invoice sent to the Town, if such late fees are assessed by the Contractor.

6. The Town shall contact the hauler directly to arrange for pickup of rolloff boxes. Requests for a pickup must be made no later than 48 hours prior to the desired pickup day.

7. The Town has the right to terminate this Agreement at any time, without cause. The District requires no fewer than sixty (60) days written notice prior to the Town terminating this Agreement. If less than sixty (60) days notice is given, the Town will be financially responsible for the District's lost administrative fees. For example, if a town provides written notice on March 1st to terminate on April 30th, there are no lost administrative fees. If a town provides written notice on March 1st to terminate on March 31st, the Town will be responsible to pay the District for lost administrative fees for one month. Lost administrative fees will be calculated using an average administrative fee based upon the previous three months' invoices.

8. Any questions concerning these hauling and disposal contracts shall be directed to the District Executive Director at 413-772-2438 or at fcswmd@crocker.com. If the Town experiences any problems with the hauler it must report them to the District. The District will pursue all remedies on behalf of the Town.

9. This MOU may be amended by written agreement of both parties.

10. This MOU shall remain in effect from July 1, 2021 to June 30, 2022.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

TOWN OF MONTAGUE

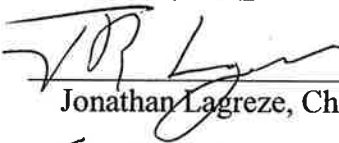
Selectboard Member

Selectboard Member

Selectboard Member

Date

FCSWMD

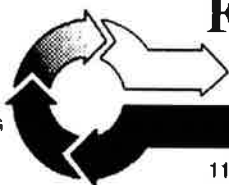


Jonathan Lagreze, Chair

6.2.21

Date

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

117 Main Street., 2nd Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

ATTACHMENT A

FISCAL YEAR 2022 HAULING AND DISPOSAL PRICES

The pricing below excludes fuel adjustments.

Town	Recycling	Bulky Waste
Montague	Waste Management \$211 per haul \$345 per tandem haul (\$172.50 per box) \$50/month paper compactor rolloff	Waste Management \$206 per haul \$345 per tandem haul (\$172.50 per box) \$101.50 per ton \$30 per mattress \$30 per month per rolloff rental
ADMIN. FEE	\$500/year flat user fee \$4.50/ton	\$500/year flat user fee \$4.50/ton

Recycling Rolloff Replacement: annual cost estimate

\$1099.71



Department of Veteran Services

294 Main Street • Greenfield, MA 01301

Phone 413-772-1571 • Fax 413-772-1401

www.greenfield-ma.gov

11D
Timothy Niejadlik, Director

Laura Thorne, Assistant

Christopher Demars, Deputy Director

Brian Brooks, VSO

UPPER PIONEER VALLEY VETERANS' SERVICES DISTRICT

Veteran Resource and Referral Center located in Greenfield, satellite locations throughout the district

Member Towns

Ashfield

Bernardston

Buckland

Charlemont

Colrain

Conway

Deerfield

Erving

Gill

Greenfield

Hawley

Heath

Leverett

Leyden

Monroe

Montague

New Salem

Northfield

Plainfield

Rowe

Shelburne

Shutesbury

Sunderland

Warwick

Wendell

Whately

May 28, 2021

Town of Montague Select Board
1 Avenue A
Turners Falls, MA 01376

Dear Select Board,

The Upper Pioneer Valley Veterans Services District and VA Central Western Massachusetts Healthcare System are pleased to announce a new collaborative initiative designed to allow veterans more access to VA healthcare. This new service allows VA healthcare enrollees the option to use a dedicated private Telehealth Access Location at the Upper Pioneer Valley office to meet with their providers by video link.

On Monday June 21st 2021, from 10:00 A.M. to 11:00 P.M. the Upper Pioneer Valley Veterans Services and VA Central Western Massachusetts will be holding an open house and official dedication to introduce this service to the community at our 294 Main Street, Greenfield location.

Your presence is requested to better understand this initiative, meet our staff, VA staff and other local elected officials. Light pastries, fruit and beverages will be available.

Respectfully,

Timothy Niejadlik
Director



Department of Veteran Services
294 Main Street • Greenfield, MA 01301
Phone 413-772-1571 • Fax 413-772-1401
www.greenfield-ma.gov

Timothy Niejadlik, Director
Laura Thorne, Assistant
Christopher Demars, Deputy Director
Brian Brooks, VSO

UPPER PIONEER VALLEY VETERANS' SERVICES DISTRICT

Veteran Resource and Referral Center located in Greenfield, satellite locations throughout the district

Member Towns

Ashfield
Bernardston
Buckland
Charlemont
Colrain
Conway
Deerfield
Erving
Gill
Greenfield
Hawley
Heath
Leverett
Leyden
Monroe
Montague
New Salem
Northfield
Plainfield
Rowe
Shelburne
Shutesbury
Sunderland
Warwick
Wendell
Whately

VA Central Western Mass and the Upper Pioneer Valley Veterans' announce expanded health care choices for veterans'

For Release June 21, 2021

The Upper Pioneer Valley Veterans Services District and VA Central Western Massachusetts Healthcare System are pleased to announce a new collaborative initiative designed to allow veterans more access to VA healthcare. This new service allows VA healthcare enrollees the option to use a dedicated private Telehealth Access Location at the Upper Pioneer Valley office to meet with their providers by video link. Advances in video conferencing applications have created this opportunity for veterans to use technology to improve the patient-centered healthcare they receive from the VA.

Tim Niejadlik, Veterans Services Director, discussed the program. "With the restrictions caused by Covid-19, the sometimes remoteness and lack of quality internet connections in our district, and lack of familiarity with internet based programs by some of our veterans; we felt the time was right to provide this service. Sometimes our veterans are not familiar with the internet applications or may not have the proper computer hardware. With this new Telehealth portal, a veteran and his provider can reserve a time to use our location to conduct a video appointment. We see this Telehealth emphasized by the VA more and more, allowing them to reach more veterans. We want to help provide this service to our district and will walk the veteran through the process from start to finish during their appointment."

Veterans should discuss future appointments with their VA health care providers to see if Telehealth is a good option for them. For more information on VA Telehealth, see:

<https://telehealth.va.gov/what-telehealth>

ANNOUNCING THE NEW

UPPER PIONEER VALLEY VETERANS- VA TELEHEALTH ACCESS POINT

**BEGINNING JUNE 21ST VETERANS CAN SCHEDULE VA
TELEHEALTH APPOINTMENTS EVEN IF THEY DO NOT HAVE
A COMPUTER OR INTERNET ACCESS**

AT OUR 294 MAIN ST GREENFIELD LOCATION

OUR STAFF WILL HELP YOU:

- SET UP A EMAIL ACCOUNT TO OBTAIN AN APPOINTMENT WITH YOUR
VA PROVIDER IF YOU DO NOT HAVE ONE**
- SCHEDULE OUR PRIVATE TELEHEALTH ROOM WITH YOU ONCE YOU
HAVE AN APPOINTMENT WITH THE VA**
- TAKE YOU STEP BY STEP TO LOG IN AND ACCESS YOUR VA TELEHEALTH
PROVIDER VIA VIDEO LINK**
- PROVIDE YOU A PRIVATE ROOM TO CONDUCT YOUR TELEHEALTH
APPOINTMENT**
- ASSIST YOU IF NEEDED TO CLOSE OUT YOUR VIDEO LINK AND SECURE
YOUR EMAIL ACCOUNT**



CALL 1-413-772-1571 FOR MORE INFORMATION

**IF YOU DO NOT DRIVE WE MAY BE ABLE
TO ASSIST YOU GETTING TO THE TELEHEALTH ACCESS POINT**

