

MONTAGUE SELECTBOARD MEETING

**Town Hall
1 Avenue A
Turners Falls, MA 01376**

Monday, August 9, 2021

Join Zoom Meeting: <https://us02web.zoom.us/j/85760355014>

Meeting ID: 857 6035 5014 **Password:** 693041

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

This meeting/hearing of the Selectboard will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

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 Approve Minutes:
 - Selectboard Meeting July 26, 2021
3. 6:31 Grant of an Easement from the Town to NStar Electric (Eversource) and Verizon New England at Sandy Lane to serve the Kearsarge burn dump solar array
4. 6:35 Pole Location Hearing (continued from July 26, 2021)
 - Eversource is requesting installation of one new pole, for a riser and recloser, to support solar site interconnection. Pole is to be located on western side of Sandy Ln., 16' from the street centerline, approximately 600 ft. south of intersection with Turnpike Road.
5. 6:40 Deed and Agreement for Franklin Regional Transit Authority Bus Maintenance Facility on Sandy Lane
 - Execute revised Quitclaim Deed for the Sale of 5.052 acres off Sandy Lane (Map 21, Lot 149) to Franklin Regional Transit Authority for Purchase price of \$125,000
 - Execute Agreement (Kearsarge Montague LLC Access Right) between Town of Montague, Kearsarge Montague LLC and Franklin Regional Transit Authority
6. 6:50 Daniel Wasiuk, Board of Health Director
 - COVID-19 Case Count and other COVID-19 Updates
 - Progress Report on implementation of Montague Mosquito Control Plan
7. 7:00 Authorize MA DEP Asset Management Grant Program Application, consider possible sources for match funding. Review proposal projects and funding.

MONTAGUE SELECTBOARD MEETING
Town Hall
1 Avenue A
Turners Falls, MA 01376
Monday, August 9, 2021

8. 7:10 Joseph Price, The GreenHouse Cannabis Group, Inc.
 - Update on Delivery Courier License and Business Status
 - Proposal for Delivery Operator License/Establishment in Montague
9. 7:20 Authorize master agreement and component documents with FirstLight Hydro LLC associated with the Canal District Gateway Improvement Project at 5th Street, under the authority of 5/5/2021 Annual Town Meeting Article 24. The agreements pertain to the acquisition of easements for the 5th Street Pedestrian Bridge and utilities on Canal Road, and the release of interests in Strathmore Footbridge.
10. 7:30 FY21 Community Development Block Grant Public Information Meeting
11. 8:00 Brian McHugh, F.C. Regional Housing & Redevelopment Authority
 - Authorization to Disburse No. 2, Franklin County CDC, Microenterprise Loan Program, \$400
 - Authorization to Disburse No. 5, Sciaba Construction Corporation, Spinner Park Restoration Project, \$62,937.50
 - For Work completed prior to 6/30/21, \$36,636.75
 - For Work completed 7/2/21 – 7/21/21, \$26,300.75
12. 8:10 Personnel Board
 - Appoint Connor Johnson, DPW Grounds Maintenance, UE, Grade C, Step 1, effective 8/23/21
13. 8:15 September 21, 2021 Election Warrant
14. 8:20 Executive Assistant Report
 - Code Red – Additional Languages Added to Emergency Communication System
15. 8:25 Town Administrator's Report
 - Approve LaRochelle Construction Change Order for the COA Roof Replacement Project, \$5,251.07
 - Potential need to bid contract for WPCF Sludge Cake hauling and disposal
 - Update on North Leverett Road Bridge Advocacy
 - Consider Contribution to Fund Study and Grant Application to build a regional digital economy
 - Topics not anticipated in 48 hour posting
16. 8:35 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment

Other:

Anticipated Next Meeting Date: Monday, August 23, 2021 at 6:00 PM

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

4

To the Board of Selectmen of the Town of **Montague**, Massachusetts

EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC.

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

PURPOSE AND DESCRIPTION:

Eversource to install one new pole, for a riser and recloser, to support solar site interconnection. Pole is to be located on western side of Sandy Ln., 16' from the street centerline, approximately 600 ft. south of intersection with Turnpike Rd.

Proposed pole 235/4M will be located 130' south of existing pole 235/4, and 75' north of existing pole 235/5.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan field herewith and made a part hereof marked – **5004545**.

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

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

EVERSOURCE ENERGY

By Michael Goetchius
Wagner Tech

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette
Manager Right-of-Way

Dated this 7th day of June, 2021

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Board of Selectmen of the Town of **Montague**, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED: that EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. are hereby granted joint or identical locations for and permission to construct and maintain a line of poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said Companies dated this 7th day of June, 2021.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked – **5004545** filed with and made a part of said petition. There may be attached to said poles by EVERSOURCE ENERGY not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

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

PURPOSE AND DESCRIPTION:

Eversource to install one new pole, for a riser and recloser, to support solar site interconnection. Pole is to be located on western side of Sandy Ln., 16' from the street centerline, approximately 600 ft. south of intersection with Turnpike Rd.

Proposed pole 235/4M will be located 130' south of existing pole 235/4, and 75' north of existing pole 235/5.

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

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of **Montague**, Massachusetts held on the 26 day of July August, 2021.

Clerk of Selectmen

August 9

We hereby certify that on July 26 2021, at 6:35 o'clock PM, at 1 Avenue A / 200m a public hearing was held on the petition of EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Selectmen of the Town of

Montague

Massachusetts.

CERTIFICATE

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

Attest:

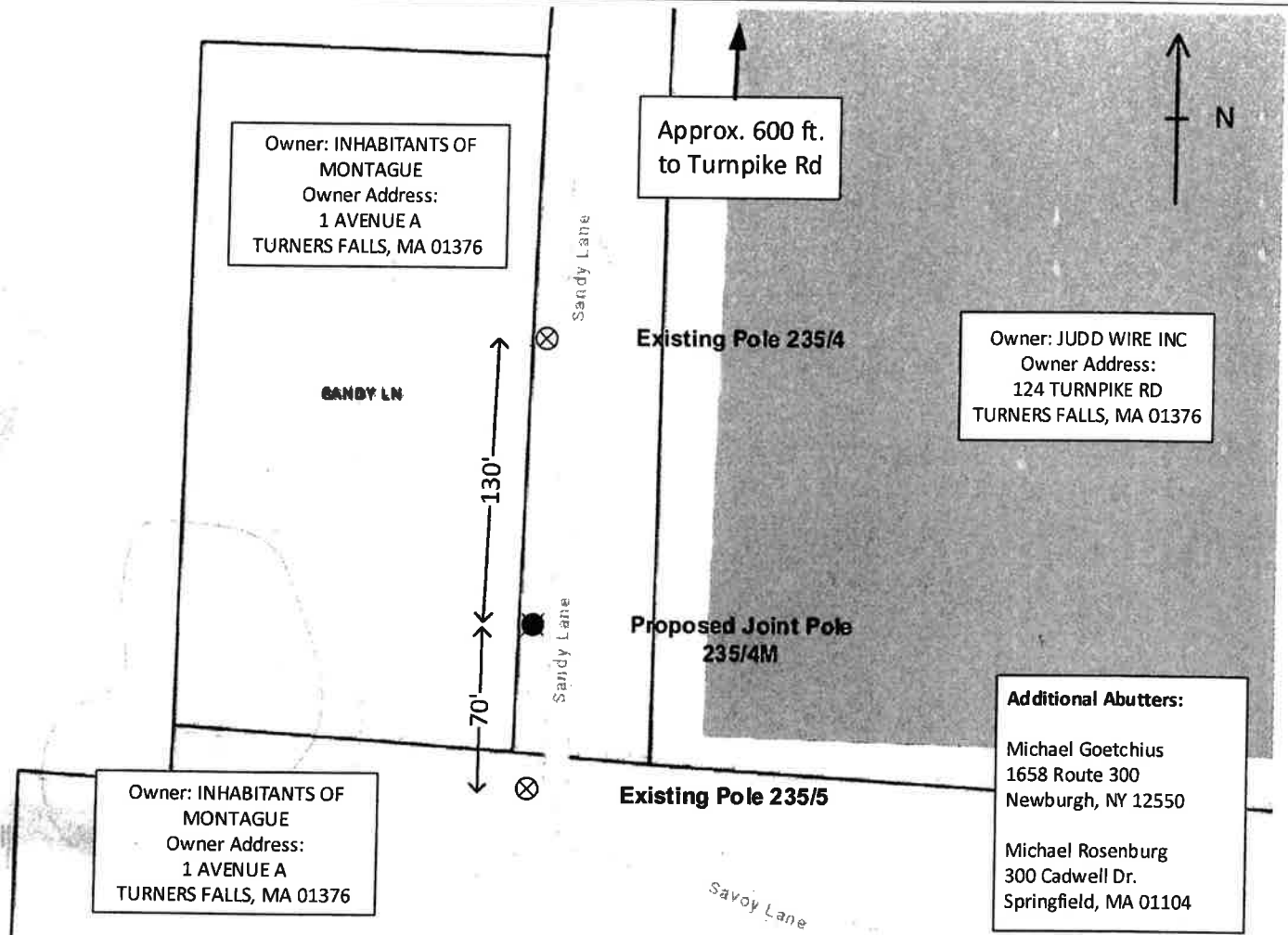
Town Clerk

Town

EVERSOURCE

CITY: Montague

STREET: Sandy Ln.



PURPOSE AND DESCRIPTION:

Eversource to install one new pole, for a riser and recloser, to support solar site interconnection. Pole is to be located on western side of Sandy Ln., 16' from the street centerline, approximately 600 ft. south of intersection with Turnpike Rd.

Proposed pole 235/4M will be located 130' south of existing pole 235/4, and 75' north of existing pole 235/5.

LEGEND		
PROPOSED JOINT POLE		HEXHOLE
PROPOSED EVERSOURCE POLE		HANDHOLE
EXISTING JOINT POLE		MANHOLE
EXISTING EVERSOURCE POLE		PAD MOUNT TRANSFORMER
EXISTING FOREIGN POLE TO BE MADE JOINT		U.G. CONDUIT
EXISTING EVERSOURCE POLE TO BE MADE JOINT		U.G. PRIMARY CABLE
		U.G. SECONDARY CABLE

DRAWN BY:
Michael Goetchius
mgoetchius@wagner-tech.com
845-875-8631

W.O.#:
5004545

PETITION #:
N/A

DISTANCES ARE APPROXIMATE
NOT TO SCALE

Property Address: Sandy Lane, Montague, MA

QUITCLAIM DEED

The Town of Montague, acting by and through its Selectboard, a Massachusetts municipal corporation, having an address of Montague Town Hall, One Avenue A, Turners Falls, Massachusetts 01376 (the "Grantor"), for consideration of One Hundred Twenty-Five Thousand and 00/100 (\$125,000.00) Dollars paid, hereby grants, with *quitclaim covenants*, to **Franklin Regional Transit Authority**, having its principal business address at 12 Olive Street, Suite 1, Greenfield, Massachusetts 01301 (the "Grantee"), all that certain parcel of vacant land located off Sandy Lane in the Town of Montague, Franklin County, Massachusetts which land is shown as "Lot A," containing 5.052 acres, more or less, on a plan entitled "Definitive Subdivision Plan Sandy Lane Subdivision Montague, Massachusetts," dated March 3, 2017, revised through July 11, 2017, prepared by Fuss & O'Neill, Inc., and recorded with the Franklin County Registry of Deeds in Plan Book 142, Page 26 (Sheet 3 of 3) (the "Plan").

Together with an easement for the construction, installation, operation, maintenance, repair and replacement of underground utilities commencing at the current terminus of Sandy Lane and running westerly, described as "30' Wide Access Easement" on the Plan. For the avoidance of doubt, this easement is not to be used for access to or egress from the premises of the Grantee. Grantee shall restore the land to its original condition, as close as reasonably practicable, after any work at the easement premises, including, but not limited to, loaming and seeding the property.

Subject to a non-exclusive easement for the benefit of property located westerly of the conveyed premises being a solar facility described as "West Array Lease Area" containing 21.74 acres, more or less (the "solar facility" or "solar premises"), and further identified as Tract II in Notice of Solar Lease between the Town of Montague and Kearsarge Montague LLC ("Kearsarge"), dated August 21, 2017, recorded with the Franklin County Registry of Deeds in Book 7136, Page 1, as amended, and as may be amended in the future in accordance with the terms and conditions set forth in an Agreement (Kearsarge Montague LLC Access Right) dated on or about the date hereof among Grantor, Grantee and Kearsarge and recorded immediately prior to this Quitclaim Deed. Kearsarge, its successors and assigns, and including its employees, agents and subcontractors, shall have twenty-four (24) hour, seven (7) days per week unrestricted access to and egress from the solar facility upon the northerly portion of the Grantee premises for the purpose of installing, maintaining and operating the solar facility and operating and maintaining any utilities serving the solar facility which are located upon the solar premises throughout the term of its lease with the Town, and any extension, renewal or renegotiation thereof, and for so long as needed after the expiration or termination of the lease to decommission the solar facility. Said easement shall further continue in the event a third party or the Town operates a similar facility at the location of the solar array. The easement shall be for pedestrian and vehicular traffic, including heavy equipment.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, reference shall be made to a deed recorded with the Franklin County Registry of Deeds in Book 1404, Page 200.

The property is conveyed pursuant to a Town Meeting vote under Article 25 of the May 3, 2014 Annual Town Meeting, a certified copy of which is attached hereto as Exhibit A.

[Signature Page Follows]

Witness our hands and seals this ____ day of ____, 2021.

TOWN OF MONTAGUE, acting by and
through its Select Board

Richard Kuklewicz, Chairman


Michael Nelson, Vice Chairman

Christopher Boutwell, Clerk

Approved: July 28, 2021

APPROVED:

MONTAGUE ECONOMIC
DEVELOPMENT AND INDUSTRIAL
CORPORATION



J. Muzzo

John Furler

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ____ day of ____, 2021, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/they signed it voluntarily for its stated purpose, as a member of the Montague Selectboard.

Notary Public

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this 28th day of July, 2021, before me, the undersigned Notary Public, personally appeared see below, who proved to me through satisfactory evidence of identification, which was personally known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as a member of the Montague Economic Development and Industrial Corporation.

↓ John Furbish
James Mussoni
Richard Ruth
Ella Ingraham

Wendy M. Bogusz
Notary Public
My commission expires: November 6, 2026



WENDY M. BOGUSZ
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 6, 2026

Exhibit A

Town Meeting Vote



TOWN CLERK'S OFFICE

TOWN OF MONTAGUE
One Avenue A
Turners Falls, MA 01376
413-863-3200 Ext. 203
townclerk@montague-ma.gov

Debra A. Bourbeau
Town Clerk

Kathern F. Pierce
Asst. Town Clerk

ANNUAL TOWN MEETING TOWN OF MONTAGUE COMMONWEALTH OF MASSACHUSETTS May 3, 2014

ARTICLE 25. MOVED: That the Town vote, pursuant to M.G.L. Chapter 40 Section 15A to transfer the care, custody, management and control of the former Montague Landfill site on Turnpike Road, consisting of Assessors Map 13, Lot 68, Assessors Map 20, Lot 27 and Assessors Map 21, Lots 6, 7 and 24, from the Board of Selectmen for landfill development, landfill closure and industrial development purposes to the Board of Selectmen for final landfill closure, industrial development, and general municipal purposes including but not limited to a highway facility; and further, that the Board of Selectmen be authorized to sell or lease any portion or all of the aforesaid property, to be known as the Turnpike Road Industrial Area, upon such terms and conditions and for such amounts as the Board of Selectmen shall deem fit, subject to the approval of the Economic Development and Industrial Corporation, and further, that the Board of Selectmen be authorized to sign, execute and deliver any deed or deeds, leases, contracts, or other instruments that may be necessary to carry out the purposes of this vote.

PASSED/UNANIMOUS VOTE

A TRUE COPY

ATTEST:

Debra A. Bourbeau
Montague Town Clerk

AGREEMENT
(KEARSARGE MONTAGUE LLC ACCESS RIGHT)

As of August __, 2021

The following Agreement (this "Agreement") dated as of the date first appearing above is between TOWN OF MONTAGUE, a Massachusetts municipal corporation, having an address of One Avenue A, Turners Falls, MA 01376 ("Landlord"); KEARSARGE MONTAGUE LLC, a Massachusetts limited liability company, with an address of 1380 Soldiers Field Road, Suite 3900, Boston, MA 02135 ("Tenant") and FRANKLIN REGIONAL TRANSIT AUTHORITY, with an address of 12 Olive Street, Suite 1, Greenfield, MA 01301("FRTA").

For the purposes of this Agreement, the Landlord, Tenant and FRTA shall, at times herein, be referred to each individually as a "Party" and collectively as the, "Parties".

WHEREAS, Landlord is the owner of certain property, situated off Turnpike Road, containing 164.2 acres, more or less, shown on a plan entitled "Plan of Land In Montague, Massachusetts Surveyed for the Town of Montague," dated March 9, 2017, prepared by Heritage Surveys, Inc. and recorded with the Franklin County Registry of Deeds in Plan Book 141, Page 34 (the "Town Property"); and

WHEREAS, Landlord and Tenant are parties to that certain Solar Lease dated August 21, 2017, as amended by First Amendment to Solar Lease dated as of April 29, 2021 (the "Lease"), whereby Tenant has leased portions of the Town Property, including, but not limited to, a solar field known as the "West Array," containing 21.74 acres, more or less (the "West Array"), shown on a plan entitled "Lease Plan of Land in Montague, Massachusetts Surveyed for Kearsarge Energy, LLC," dated August 16, 2017, prepared by Heritage Surveys, Inc. (the "Lease Plan"), being EXHIBIT 1 to the Lease; and

WHEREAS, pursuant to Paragraph 1 of the Lease, Tenant has the right to access the West Array by an access road shown as "Proposed 30' Wide Access Easement" on the Lease Plan (the "Access Road"); and

WHEREAS, Landlord intends to convey a portion of the Town Property to FRTA, being a parcel of vacant land shown as "Lot B" on the Lease Plan and as "Lot A" containing 5.052 acres, more or less ("Lot A"), on a plan entitled "Definitive Subdivision Plan Sandy Lane Subdivision Montague, Massachusetts," dated March 3, 2017 and revised July 11, 2017, prepared by Heritage Surveys, Inc., recorded with the Franklin County Registry of Deeds in Plan Book 142, Page 26; and

WHEREAS, FRTA intends to construct a commercial building, and other improvements, on Lot A, as shown on the plan attached hereto as Exhibit A entitled "Proposed Easement Plan," dated March 29, 2021 (the "FRTA Plan"); and

WHEREAS, the Access Road traverses Lot A, and would interfere with the ability of FRTA to develop the property; and

WHEREAS, the FRTA Plan depicts the proposed site of a road shown as "Proposed Access Easement 18 Feet Wide," located at the north of Lot A (the "New Access Road"), which, once constructed, would provide alternate access for Tenant to the West Array; and

WHEREAS, Landlord, Tenant and FRTA desire to set forth the terms and conditions under which Tenant shall, upon being provided alternate access to the West Array upon the New Access Road, relinquish its rights to the portion of the Access Road within Lot A (the "Original Access Area"); and

WHEREAS, the Parties desire to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, the Parties, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, agree as follows:

I. AGREEMENTS.

(A) Access Right. Upon substantial completion of the New Access Road, such that Tenant has the ability to access the West Array by foot and vehicular traffic, including heavy equipment, Tenant agrees to relinquish any and all rights to use the Original Access Area. Landlord and Tenant shall thereupon amend the Lease (the "Lease Amendment") to reflect the relinquishment by the Tenant of the Original Access Area in its entirety and in exchange being granted a new access easement 18' in width for vehicular traffic, including heavy equipment, but not utilities, over the northerly portion of the FRTA property, to be more particularly described by a metes and bounds plan, which shall be attached to the Lease Amendment. The Landlord and Tenant shall, further, execute and record a Second Amended Notice of Solar Lease setting forth the terms of the Lease Amendment with the Franklin County Registry of Deeds (the "Registry").

(B) Construction Coordination and Cooperation. Tenant and FRTA acknowledge that the construction of improvements by FRTA may affect the access by Tenant to the West Array. FRTA hereby agrees that it will undertake commercially reasonable efforts so as not to interfere with or impede the access rights of Tenant. Further, FRTA agrees to provide Tenant with regular updates with regard to construction activities being undertaken by FRTA within Lot A, and whether those activities are likely to conflict with Tenant's access rights. During construction, FRTA agrees

to construct a curb cut off the New Access Road in approximately the current location of the existing gravel access path which is used to access the West Array. FRTA hereby agrees that in the event that its work unreasonably interferes with the access of the Tenant, the duration of such unreasonable interference shall be minimized (both as to scope and duration) and in no event shall any such unreasonable interference exceed twenty-four (24) consecutive hours. In the event of an emergency, FRTA agrees to take any and all measures to provide Tenant with access as soon as practicable.

- (C) Lease. In all other respects, the terms of the Lease with respect to the Access Road shall remain in full force and effect.
- (D) FRTA Obligations. Upon completion of construction, FRTA and Tenant shall enter into an easement agreement to be recorded in the Registry reflecting the as built location of the New Access Road and setting forth each Party's respective rights and obligations. The easement shall include, but not be limited to, the following obligations of FRTA: (1) to allow Tenant continued 24-hour access, 365 days per year within the New Access Road, which may include providing Tenant access through any secured gate, and (2) to keep the New Access Road in good repair and passable at all times, including snow plowing and removal.

II. MISCELLANEOUS

- (A) Authorization. Each Party to this Agreement represents and warrants to the others that it has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, that the execution, delivery and performance of this Agreement has been duly authorized, and that no other action by such Party is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.
- (B) Law Governing. This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts.
- (C) Entire Agreement. This Agreement is complete; and all promises, representations, understandings, warranties and agreements with reference to the subject matter hereof, and all inducements to the making of this Agreement relied upon by any Party hereto, have been expressed herein. This Agreement supersedes all oral and prior written promises, agreements, conditions, representations, understandings, interpretations or terms of any kind relating to the subject matter hereof.
- (D) Notices. Any notice required or permitted under this Agreement shall be in writing and sent to the address set forth in the introductory paragraph at the beginning of this Agreement and shall be deemed delivered on the earlier to

occur of (a) receipt or (b) refusal of receipt to the other Party(ies) at the address first set forth above or such other address designated in the manner set forth above.

- (E) Successors and Assigns. This Agreement shall be enforceable by, and shall inure to the benefit of, the Parties hereto and their respective heirs, successors and assigns, and no others.
- (F) Severability. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law by a court of competent jurisdiction, such provision shall be omitted to the extent so contrary, prohibited, or invalid, but shall be enforced to the extent permissible, and the remainder of this Agreement shall not be invalidated thereby and shall continue in effect.
- (G) Limitation of Liabilities. Notwithstanding anything appearing above to the contrary, in no event shall any Party hereto be liable to any other Party hereto for any special, indirect, consequential or punitive damages (including, without limitation, lost profits) as a result of a breach by such Party hereunder.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

TOWN OF MONTAGUE,
By Its Selectboard

Richard Kuklewicz, Chairman

Michael Nelson, Vice Chairman

Christopher Boutwell, Clerk

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ____ day of July, 2021, then personally appeared before me, the undersigned notary public,

_____, member of the Montague Selectboard, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the foregoing instrument and acknowledged the foregoing instrument as his/her/their free act and deed on behalf of the Town of Montague.

Notary Public
My Commission Expires:

KEARSARGE MONTAGUE LLC

By: Kearsarge Solar LLC

Title: Manager

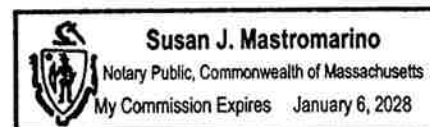
By: Andrew J. Bernstein
Andrew J. Bernstein
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 27th day of July, 2021, then personally appeared before me, the undersigned notary public, Andrew J. Bernstein, Manager of Kearsarge Solar LLC, Manager of Kearsarge Montague LLC, as aforesaid, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the foregoing instrument and acknowledged the foregoing instrument as his free act and deed on behalf of Kearsarge Montague LLC.

Susan J. Mastromarino
Notary Public
My Commission Expires: 1/6/2028



FRANKLIN REGIONAL TRANSIT AUTHORITY

By: Lina in Cote
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this 4th day of August, 2021, then personally appeared before me, the undersigned notary public, ~~Tina Cote~~ Linda Gross
Tina Cote of Franklin Regional Transit Authority, as aforesaid, who proved to me through satisfactory evidence of identification, which was Personal Knowledge, to be the person whose name is signed on the foregoing instrument and acknowledged the foregoing instrument as his/her free act and deed on behalf of Franklin Regional Transit Authority.

Linda R. Gross

Notary Public

My Commission Expires: 4/27/23

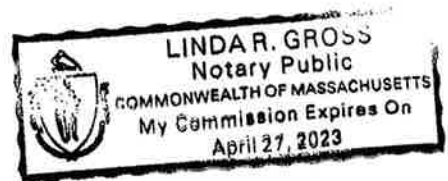


Exhibit A

Plan of New Access Road

(attached)



FRANKLIN
REGIONAL
TRANSIT
AUTHORITY

VEHICLE MAINTENANCE
AND OPERATIONS
FACILITY

DATE: 08/14/2018
DRAWN: JEFFREY J. HARRIS
CHECKED: JEFFREY J. HARRIS
PROJECT: 18-001

DESIGNED BY:
HELENE KARL
ATC 00000000

CIVIL ENGINEER
STATE OF NEW YORK
EXPIRATION DATE: 12/31/2020

STRUCTURAL ENGINEER
STATE OF NEW YORK
EXPIRATION DATE: 12/31/2020

STATE OF NEW YORK
EXPIRATION DATE: 12/31/2020

STATE OF NEW YORK
EXPIRATION DATE: 12/31/2020

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STATE OF NEW YORK
EXPIRATION DATE: 12/31/2020

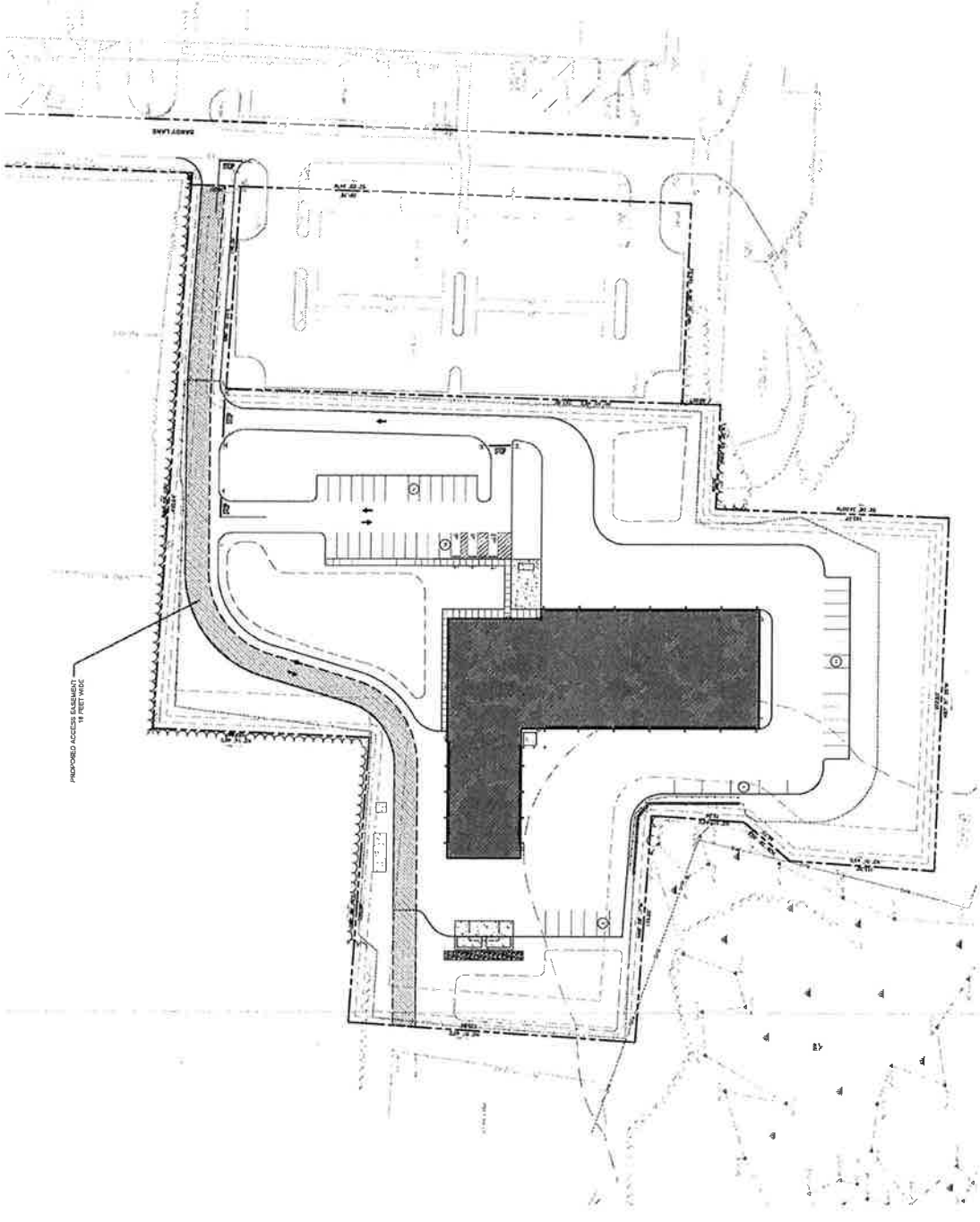
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EXPIRATION DATE: 12/31/2020

STATE OF NEW YORK
EXPIRATION DATE: 12/31/2020

STATE OF NEW YORK
EXPIRATION DATE: 12/31/2020



PROPOSED ACCESS EASEMENT
18 FEET WIDE

PROPOSED
EASEMENT
PLAN

EASE-1

WendyB-Montague Board of Selectmen

From: StevenE - Montague Town Administrator
Sent: Wednesday, July 28, 2021 3:31 PM
To: WendyB-Montague Board of Selectmen
Cc: Rich Kuklewicz; TomB - Montague Highway Department; WPCF Superintendent
Subject: MADEP Asset Management Grant Program Application
Attachments: CSOLTCPUUpdate_FieldInvestigations_HydraulicModeling_ProposalLtr20210713.pdf;
 Montague-MillersFallsAdditional_II_Investigation_ProposalLtr_20210715.pdf

Hi Wendy

Please add to the August 9 SB agenda. Please include this email in the Selectboard packet. I support this grant application and expenditure of matching funds, as described below. I came to this conclusion following extensive discussion with Chelsey and Tom, and representatives of Wright-Pierce (proposed consultant) and RCAP (USDA provided TA consultant), and MA DEP.

- Authorize MA DEP Asset Management Grant Program Application, consider possible sources for match funding

The grant would encompass two core projects – both of which are engineering studies – which we believe will allow the Town to more clearly identify existing issues and plan for remediation.

1. **Comprehensive evaluation of I&I and related issues in the Millers Falls sewer system** covering the entire 15,000 linear feet of the system and including identification of possible unauthorized sewer hook-ups, as well as the assessment of the condition and functioning of the system. It will include multiple methods of observation and thereby should be expected to yield much better data than the more limited investigation of two years ago.
2. **Hydraulic Modeling to Support Long Term Control Plan (LTCP) Alternatives Analysis** that provides more specific data than the EPA-mandated LTCP report presently being developed and will include development of a computer model (simulation) of flow conditions examining the two most compelling CSO mitigation options as a basis for construction planning.

The Asset Management Grant Program provides an award of up to \$150,000 or 60% of total project cost. In essence, a \$250,000 application would yield a \$150,000 grant and require matching funds of \$100,000 for direct expenditures. The cost of the core activities would encompass the majority of the total project cost, with consideration being given to addition stormwater system mapping in Millers Falls and rate setting analysis relative to proposed improvements another possible addition to the application. Some of these activities could be underwritten by the grant portion and included in the total project cost, but for practical purposes be supported by town staff in-kind match time. We are still analyzing these possibilities.

The application is due August 20 and a preliminary award would be expected in late January 2022, which would then require us to develop a final project proposal and to identify the source of matching funds and any proposed in-kind offset. Our share of the project would be ARPA eligible or could be supported through an STM appropriation or allowance for SRF funding.

We will provide a brief project narrative for the Selectboard packet next week, but for now I am attaching the core project task orders that sit behind that narrative.

Steve

July 13, 2021
WP Project No. T15317

Mr. Steve Ellis, Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376

SUBJECT: Town of Montague - Engineering Assistance for the Field Investigations and Hydraulic Modeling in Support of the Updated Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP)

Dear Mr. Ellis,

The Town of Montague was issued an Administrative Order (CWA-AO-R01-FY20-31) from the U.S. Environmental Protection Agency (EPA) on June 11, 2020 addressing compliance with its National Pollutant Discharge Elimination System (NPDES) permit (No. MA0100137) to meet numeric effluent limitations and minimize Combined Sewer Overflows (CSOs). As requested, we have developed this proposal to further provide needed engineering support relative to the Town's updated Long-Term Control Plan (LTCP), which is being prepared by Wright-Pierce under a separate task order. Our understanding of the project is summarized below, followed by our proposed technical scope and fee.

Project Understanding

The Administrative Order specifically brought attention to violations of the NPDES Permit between 2018 and 2019 when untreated combined sewage was discharged from CSOs and required an update to the Town's CSO LTCP. Field investigations and hydraulic modeling work identified in this proposal will be used to support the implementation plan outlined in the revised CSO LTCP and used to expand the Town's asset inventory.

Proposed Scope of Work

Task 1 – Field Investigations

This task includes gathering data on existing conditions to confirm or address current I/I mitigation effectiveness or to identify new sources of I/I. Field investigative tasks will include:

1. **Flow Monitoring** – installing, maintaining, and removing flow meters upstream of overflow locations to confirm or address I/I amounts and/or mitigation effectiveness. This assumes ten weeks of flow monitoring with two meters and 1 rain gauge with data analysis and reporting in the technical memorandum.
2. **Smoke Testing** – performing sewer system testing using liquid smoke and smoke blowers in search of potential inflow sources. Smoke testing results can be used to identify where further testing of private inflow sources may be warranted such as dye testing roof leaders or performing building inspections. For this phase, this assumes two days of smoke testing.

3. **Night Flow Isolations** – collecting instantaneous night flow measurements during dry weather conditions upstream of the Town's two CSO locations to identify areas with potential sources of infiltration. The night flow isolation results can be used to determine where the quantities and locations of manhole inspections and closed-circuit television (CCTV) pipe inspections are performed, if determined necessary. This assumes one night of flow isolations.
4. **Manhole Inspections** – performing National Association of Sewer Service Company (NASSCO) Manhole Assessment Certification Program (MACP) certified inspections (both Level 1 and Level 2) to identify sources of I/I through defects observed. This assumes three days of manhole inspections (approximately 50 manhole inspections) with data collection using tablets and analysis by Wright-Pierce using InfoAsset. The Town would have the option to assist Wright-Pierce in the field during inspections. Any Town contributions to the effort will be tracked as in-kind services toward the requirements of the grant funding opportunity described below.
5. **Pipe Inspections** – performing NASSCO Pipeline Assessment Certification Program (PACP) CCTV inspections to identify sources of I/I through defects observed. This assumes three days of pipe inspections (approximately 4,500 linear feet of pipe inspections) with data collection using PACP certified software and analysis by Wright-Pierce using InfoAsset. This work can be by the Town or by a subcontractor. If done by the Town, the estimated cost can be considered as in-kind toward the grant funding opportunity described below.

Any data collected will be analyzed and documented in a technical memorandum and used to update existing Town systems with inventory-type data. The technical memorandum will include recommended next steps including future capital planning or construction projects with estimated costs.

Task 2 –Hydraulic Model Development

This task includes utilizing the information gathered during fieldwork described in Task 1 above to build the Town's hydraulic model network in InfoSWMM (software owned by Wright-Pierce) upstream of the two CSOs for the purpose of evaluating CSO reduction solutions and updating system characteristics as part of overall asset management. Work will also help identify critical pipes that may be nearing capacity. Task 2 has been budgeted as an allowance.

Work performed as part of this task will be summarized in a technical memorandum along with Task 1. Work includes:

1. Development of the physical model upstream of the two CSOs.
2. Calibrating the model with flow monitoring data from Task 1.
3. Determining storage capacity of the pipe network upstream of the CSOs based on design storms.
4. Evaluating up to two alternatives for CSO mitigation or closure based on model outputs.

Grant Funding Opportunity

Tasks described above should be eligible for Massachusetts Department of Environmental Protection (MassDEP) Asset Management Grant funding (up to \$150,000 or 60% of the project costs with additional cash

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contributions or in-kind services from the Town) as they address overall program goals including improving maintenance practices in the combined system and identifying funding needs for managing assets related to CSO mitigation and sustainable infrastructure planning. As such, Wright-Pierce will prepare the draft Project Evaluation Form (PEF) for review and submittal on the Town's behalf due August 20, 2021 for consideration of this grant opportunity. This is the first step and a requirement of the grant program.

Wright-Pierce will submit a draft technical memorandum to the Town of Montague and meet with the Town to review before preparing the final memorandum of findings.

Proposed Schedule and Fee

Wright-Pierce will develop a proposed schedule upon completion of the updated LTCP. Our proposed fee for performing the scope of work in Tasks 1 and 2 above is **\$109,300**. Below is a breakdown of each fee by task:

Task Name	Estimated Hours	Reimbursable Expenses	Subcontractor Costs Plus Mark-Up	Total Budget
Task 1 – Field Investigations	419	\$14,000	\$16,500 *	\$ 75,300
Task 2 –Hydraulic Model Development	(Allowance)	\$ 1,000	\$0	\$ 34,000
TOTAL FEE	419 + Allowance Hours	\$15,000	\$16,500 *	\$109,300

*Town or Subcontractor; Total Fee could be reduced to \$92,800 if Town staff performed CCTV scope.

Upon review and approval of this proposal by the Town, Wright-Pierce will prepare a task order under our existing on-call engineering agreement. We appreciate the opportunity to work with the Town on this follow-up work critical to the LTCP update and asset management. Should you have any questions or require additional information, please call.

Sincerely,

WRIGHT-PIERCE



Laurie L. Perkins, PE
Associate Vice President
Infrastructure Assessment Group
laurie.perkins@wright-pierce.com



Lisa M. Muscanell-DePaola, PE
Project Manager
Wastewater Group
lisa.muscanell@wright-pierce.com

CC: Tom Bergeron, DPW Superintendent; Chelsey Little, WPCF Superintendent

July 15, 2021
WP Project No. T15317

Mr. Steve Ellis, Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376

SUBJECT: Town of Montague - Engineering Assistance for Continued Infiltration and Inflow Investigation for the Millers Falls Sewer Collection System

Dear Mr. Ellis,

The Village of Millers Falls, located in the Town of Montague, is served by approximately 15,000 linear feet of gravity sewer, including approximately 88 manhole structures, that conveys wastewater to the Town of Erving for treatment and disposal. The Town of Montague pays the Town of Erving for all wastewater discharged on a per-gallon basis, based on a flow meter located upstream of the pump station that receives the Millers Falls flow. For example, in 2017 and 2018, Montague discharged 29.1 million gallons and 35.4 million gallons to Erving, respectively. However, over that same period, water usage in the village was only 12 million to 12.8 million gallons per year, indicating that there is a significant amount of clean water in the Millers Falls collection system due to infiltration and/or inflow (I/I). These high flows can also overload the downstream collection system and pump station capacity.

To reduce the cost associated with conveying the I/I, and increase capacity in downstream facilities, the Town of Montague wishes to conduct an investigation to determine the sources of this flow and determine necessary rehabilitation to reduce these flows. Wright-Pierce has prepared this proposal to present our understanding of the current situation and alternative methods to identify the sources of I/I entering the Millers Falls Collection System.

In February 2019 Wright-Pierce presented to the Town a proposal to conduct comprehensive field investigations to identify I/I including smoke testing to be performed in the dryer months with low groundwater; continuous flow monitoring, night flow isolation, and closed-circuit television (CCTV) to be performed in the wetter months when the groundwater is the highest. In June 2019 the Town selected to proceed immediately with only the CCTV work in pipe segments (approximately 10,000 linear feet), chosen by the Town based on observing higher flows in those manholes, which was completed in July 2019. The month of July is not the optimal time of year to perform CCTV work with the groundwater being at its lowest. Therefore, we recommend that strategically selected CCTV fieldwork is performed again when groundwater is at its highest.

Our understanding of the project is summarized below, followed by our proposed technical scope and fee.

Project Understanding

The July 2019 CCTV investigation work did identify some sources of I/I in which the Town implemented a rehabilitation project to repair these sources of I/I in December 2019. It is our understanding the sources of I/I identified in July 2019 and repaired in December 2019 did not significantly lower the flow of wastewater being conveyed to the Town of Erving. The typical approach to identifying sources of I/I is to install continuous flow meters in sub-drainage basins within the collection system to which sub-basins are contributing the highest quantities of I/I.

If some sub-basins can be eliminated as sources of I/I, future field investigations and the associated costs can be reduced. Following the continuous flow metering, additional field investigations, such as nighttime flow isolations, manhole inspections, and smoke testing are used to further reduce the areas that will be investigated using CCTV inspection. We have outlined in our proposed scope of work tasks to be completed for further field investigations with the time of year the task is to be implemented to identify I/I based on the seasonal groundwater levels.

Proposed Scope of Work

Task 1 – Flow Monitoring

Wright-Pierce reviewed the available collection system mapping and identified five sub-basin areas where flow meters could be installed. To reduce costs, it was assumed that three flow meters would be installed along with a single rain gauge for a period of eight weeks. At the end of eight weeks, depending on the flow data provided, the flow meters could be relocated to other portions of the collection system. It is recommended that the eight-week flow monitoring be conducted when the seasonal groundwater will be at its highest. This assumes eight weeks of flow monitoring with three meters and 1 rain gauge.

Task 2 – Night Flow Isolation

Wright-Pierce will conduct night flow isolation testing to identify areas of the collection system with excessive infiltration and to prioritize CCTV inspection locations. Flow isolations can also be used to supplement the flow monitoring program where meters may not pick up portions of the sewer system. Night flow isolation testing consists of conducting an instantaneous depth measurement and velocity measurement in individual manholes. Working upstream, specific segments of the collection system with high rates of infiltration can be isolated for subsequent CCTV inspection. It is recommended the nighttime flow isolation be conducted when the seasonal groundwater will be at its highest. This assumes one night of flow isolations.

Task 3 – Smoke Testing

Wright-Pierce will conduct smoke testing to identify potential direct sources of inflow into the collection system such as sump pump and roof leader connections, or storm drain cross connections. It is recommended that the smoke testing be conducted when the seasonal groundwater will be at its lowest. For this task, this assumes three days of smoke testing. W-P will perform smoke testing to identify direct inflow sources in the Millers Falls collection system area. Prior to performing smoke testing, W-P will notify residents

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and emergency response personnel of the pending smoke testing activities. The notification may include newspaper ads, announcements on public access television or Town website, and doorknob hangers. W-P will assist the Town in developing language for needed announcements and perform the door knob hanger notifications.

W-P will deploy a two-person crew to perform smoke testing using a gas-powered blower placed over centrally located manholes. Pressurized liquid smoke will then be released into the blower to fill the surrounding sewer system with non-toxic smoke vapor. Smoke testing activities and results, along with applicable photos, will be provided. A third person from the Town is assumed to be included in the smoke testing crew; Wright-Pierce typically deploys a three-person crew in the field. The estimated cost of a Town staff member assisting with smoke testing can be considered as in-kind services toward the grant funding opportunity described below.

Task 4 – Manhole Inspections

Wright-Pierce will perform up to 88 manhole inspections in accordance with the National Association of Sewer Service Company (NASSCO) Manhole Assessment Certification Program (MACP) standards. The purpose is to evaluate manhole condition and identify potential I/I sources. The manhole inspections will be MACP Level 2 inspection and performed by a two-person crew, at least one who will be MACP-certified.

The Level 2 inspections will be performed using a "pole"-type camera; no confined space entry will be required. Data to be recorded includes manhole physical information, pipe sizes, direction of flow, and observations of defects or potential problems. A camera will be utilized to document the condition of appropriate parts of the manhole, including, but not limited to, the frame adjustment, corbel, walls, bench, and pipe seals. It is recommended that the manhole inspections be conducted when seasonal groundwater will be at its highest.

This assumes six days of manhole inspections with data collection using tablets and analysis by Wright-Pierce using InfoAsset. The Town would have the option to assist Wright-Pierce in the field during inspections. Any Town contributions to the effort will be tracked as in-kind services towards the requirements of the grant funding opportunity described below.

Task 5 – CCTV Inspection

Based on the results of the flow monitoring program, night flow isolation and smoke testing, Wright-Pierce will identify portions of the collection system to be inspected by CCTV. Based on our experience, we have assumed that approximately 60% of the collection system, or 9,000 linear feet would require CCTV inspection. Wright-Pierce would retain the services of a certified NASSCO Pipeline Assessment Certification Program (PACP) CCTV contractor to clean and CCTV inspect the selected pipe segments in the collection system to identify sources of I/I through defects observed.

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Mr. Steve Ellis

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It is recommended the CCTV inspections be conducted when the seasonal groundwater will be at its highest. This assumes three days of CCTV inspection with data collection and analysis by Wright-Pierce using InfoAsset. This work can be done by the Town or by a subcontractor. If done by the Town, the estimated cost can be considered as in-kind toward the grant funding opportunity described below. Also, if CCTV is done by the Town, although not required, it's highly recommended that inspection and coding is performed by a NASSCO PACP certified operator with NASSCO approved software. Wright-Pierce will be onsite for one of the three field days during the CCTV inspection work. A digital video (DVD or external hard drive with access to the Wright-Pierce FTP Sharepoint Site to download footage) and summary inspection reports will be provided as part of this task.

Task 6 – Data Analysis and Report Development

Following completion of Tasks 1-5, Wright-Pierce engineers will review results, evaluate data collected, and summarize the information in an interim deliverable for review by the Town. The interim deliverable would also identify potential areas of the collection system for subsequent CCTV inspection to be later documented in a technical memorandum with appendices. The technical memorandum will document potential sources of I/I, recommended rehabilitation, and develop a preliminary opinion of probable costs associated with reducing I/I flows.

Following completion of the CCTV inspection in Spring 2022, Wright-Pierce engineers will review the video footage and evaluate the data. The interim deliverable would be revised to include results of the CCTV task. Pipe / manhole conditions and defects will be tabulated and quantified. A cost-effective analysis in accordance with MassDEP I/I and SSES Guidelines will be performed on system defects and rehabilitation recommendations. Improvements will be categorized as Priority 1 Improvements, Priority 2 Improvements, or Immediate Corrective Actions.

Wright-Pierce may attend up to two workshops / meetings to review the draft deliverables and to present findings / recommendations.

Note: It has been assumed that the Town of Montague will provide traffic control and work zone safety when required for all fieldwork (including night flow isolations). This may include the costs for certified flaggers, uniformed police officers, traffic signage and cones etc. All related invoices will be submitted directly to the Town of Montague. Wright-Pierce will help support the coordination and requests for traffic control and work zone safety.

Grant Funding Opportunity

Tasks described above should be eligible for Massachusetts Department of Environmental Protection (MassDEP) Asset Management Grant funding (up to \$150,000 or 60% of the project costs with additional cash contributions or in-kind services from the Town) as they address overall program goals including improving maintenance practices in the combined system and identifying funding needs for managing assets related to

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Mr. Steve Ellis

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CSO mitigation and sustainable infrastructure planning. As such, Wright-Pierce will prepare the draft Project Evaluation Form (PEF) for review and submittal on the Town's behalf due August 20, 2021 for consideration.

Proposed Schedule

Wright-Pierce proposes the following schedule for this work:

- August 2021 – September 2021
 - End of September 2021 – November 2021
 - October 2021
 - October 2021
 - December 2021 - January 2022
 - April 2022
 - May-June 2021
- Smoke Testing
Continuous Flow Monitoring
Night Flow Isolation
Manhole Inspections
Interim Deliverable
CCTV Inspections
Final Deliverable Development

Proposed Fee

Our proposed fee for performing the scope of work in Tasks outlined above is **\$96,700**. Below is a breakdown of each fee by task:

Task Name	Estimated Hours	Reimbursable Expenses	Subcontractor Costs Plus 10% Mark-Up *	Total Budget
Task 1 – Continuous Flow Monitoring	143	\$9,200	\$0	\$21,350
Task 2 – Nighttime Flow Isolation	37	\$600	\$0	\$4,000
Task 3 – Smoke Testing	82	\$3,900	\$0	\$11,400
Task 4 – Manhole Inspections	141	\$4,500	\$0	\$ 16,600
Task 5 – CCTV Inspection (Allowance)	27	\$ 300	\$31,350*	\$ 34,550**
Task 6 – Data Analysis and Report Development	79	\$0	\$0	\$8,800
TOTAL FEE	509	\$18,500	\$31,350 *	\$96,700

*Town of Subcontractor; Total Fee could be reduced by \$31,350 if Town staff performed CCTV scope.

** For developing this proposal, we have included an allowance of \$34,550 for CCTV inspection work including our labor and sub-consultant costs for the CCTV inspection.

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Mr. Steve Ellis

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We would invoice the Town on a time-charge basis with a **not-to-exceed cost of \$96,700**. The total linear feet of gravity sewer to be inspected by CCTV will not be determined until after the Summer-Fall 2021 fieldwork has been completed.

Upon review and approval of this proposal by the Town, Wright-Pierce will prepare a task order under our existing on-call engineering agreement. We appreciate the opportunity to work with the Town on this follow-up work in Millers Falls.

Sincerely,

WRIGHT-PIERCE



Laurie L. Perkins, PE
Associate Vice President
Infrastructure Assessment Group
laurie.perkins@wright-pierce.com



Lisa M. Muscanell-DePaola, PE
Project Manager
Wastewater Group
lisa.muscanell@wright-pierce.com

CC: Tom Bergeron, DPW Superintendent
Chelsey Little, WPCF Superintendent

Agreement Requirements and Deadlines:

KP-#765887-v1-MTGU_FINAL_FirstLight_Agreement_(5th_Street) (003)BB

Protection of FERC Project Rights - "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."

When agreement signed:	
FL	Town
FL promptly seek Board Approval by 2/20/21 and copy of approval to Town Need Board Res from Marc S.	Town Meeting approval, vote provided to FL + opinion of counsel certifying all approvals, consents, referrals, reports from any agencies or departments were properly obtained by Town w/o any appeals therefrom.
Within 30 days of execution, Town provides plans, FL seeks FERC approval of transfer. Easement granting review completed, engineering review contingent on Town GC providing plans. "If FERC approval is not obtained w/in 180 days of provision of required documents by Town, this Agreement shall automatically terminate."	w/in 30 days town provides plans for FERC review. Easement review plans provided and approved. Awaiting Town's award of bid to project GC. GC will then provide plans for engineering review.
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.	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.

When FERC approvals for 5 th St. Bridge received:	
FL	Town
FL pays Town \$250,000 (w/in 30 days)	Upon receipt of FERC approval for 5 th St. Ped Bridge and payment from FL, Town shall flush and cap utility lines on Strathmore footbridge. caps shall be outside FERC project boundary. Town's obligation to get approvals from others with interests in utility lines.
	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
	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
	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
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When 5th St. Bridge Easement Transferred:

FL	Town
FL pays Town \$250,000 (w/in 30 days)	Town provides consent from Turners Falls Hydro, LLC re their bridge rights Provided.
When 5 th Street easement is filed, Town general release and partial release of FL of any and all obligations related to FL Strathmore Footbridge and closing of bridge also needs to be filed. (Exhibit D & E)	Provides written notice of work in easement areas – including schedule FL has right to prior review and approval and provide reasonable conditions

When 5th St Bridge installed:

FL	Town
	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.
	If unanticipated cultural resource sites discovered, immediately cease work, contact FirstLight and follow procedures in FL Historic Properties Management Plan
	Construction Completion report required including photographs
	Provide “As Built” Plan by MA licensed surveyor including but not limited to any utility lines.
	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.
	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.

FL Strathmore Ped Bridge Demo:	
FL	Town
FL has right to demolish Strathmore Footbridge	Town has obligation to support N. end of FL Strathmore footbridge until demolition
If Town requests demolition, FL has three years to complete	
FL obliged to provide stamped plans for Town review of how north support of bridge will be protected after bridge removed (Strathmore Complex Mill Bldg. #4)	
Demolition shall not adversely affect Bldg. #4	

When Town decides to install Utilities:	
FL	Town
Complete FERC filings	Provide plans for FL/FERC review and filings
	Allowed to install from new 5 th St. Ped bridge to historical Strathmore Ped bridge locations
	Construction Completion report required including photographs
	If unanticipated cultural resource sites discovered, immediately cease work, contact FirstLight and follow procedures in FL Historic Properties Management Plan
	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.
	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.
	Provide "As Built" Plan by MA licensed surveyor including but not limited to any utility lines.

When Town decides to install Town's Strathmore Footbridge:	
FL	Town
Complete FERC filings	Provide plans for FL/FERC review and filings
Easement for new bridge will be in about same location to FL Strathmore Footbridge.	Construction Completion report required including photographs
	If unanticipated cultural resource sites discovered, immediately cease work, contact FirstLight and follow procedures in FL Historic Properties Management Plan
	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.
	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.
	Provide "As Built" Plan by MA licensed surveyor including but not limited to any utility lines.

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 January 1, 2022 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

[GENERAL RELEASE – CURRENT STRATHMORE FOOTBRIDGE]

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, Know That **TOWN OF MONTAGUE**, a town situated within the territorial limits of Franklin County, Commonwealth of Massachusetts, with its town offices located at 1 Avenue A, Turners Falls, Massachusetts 01376, known as “**RELEASOR**,” in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration received from **FIRSTLIGHT MA HYDRO LLC**, a Delaware limited liability company having a principal office at 111 South Bedford Street, Suite 103, Burlington, Massachusetts 01803, known as “**RELEASEE**”, receipt whereof is hereby acknowledged, releases and discharges the **RELEASEE**, **RELEASEE**’s employees, officers, directors, members, administrators, agents, heirs, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, whatsoever, in law, admiralty or equity, which against the **RELEASEE**, the **RELEASOR**, **RELEASOR**’s employees, officers, representatives, members, agents and assigns ever had, now have or hereafter can, shall or may, have with respect to any and all rights or privileges to the use of, including, but not limited to, any utility lines, and passage over a certain footbridge, known as the Strathmore Footbridge, located on the **RELEASEE**’s property at 20 Canal Road, Town of Montague, County of Franklin and Commonwealth of Massachusetts, especially in connection with (a) the use of or passage over the Strathmore Footbridge by the Town, its representatives, members of the public and/or the **RELEASOR**’s predecessors-in-title to its property located at 20 Canal Road, Town of Montague, County of Franklin and Commonwealth of Massachusetts, prior to the date of this Release and (b) the fencing and/or blocking of access to the Strathmore Footbridge by **RELEASEE** since approximately 2004.

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

IN WITNESS WHEREOF, the **RELEASOR** has executed this **RELEASE** on _____, 2021.

Signed, sealed and delivered
in the presence of, as to both:

WITNESSES:

TOWN OF MONTAGUE

Signature: _____
Print Name: _____

By: _____

Its: _____, duly authorized

Signature: _____
Print Name: _____

COMMONWEALTH OF MASSACHUSETTS)

) ss. Turners Falls

COUNTY OF FRANKLIN)

On the ____ day of _____, 20__, before me, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of the TOWN OF MONTAGUE, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained, and acknowledged it to be his/her free act and deed and the free act and deed of said Town.

Notary Public of the Commonwealth of
Massachusetts

My Commission Expires: _____



_____, 2021

Southworth Co.

_____Town of Montague
1 Avenue A
Turners Falls, MA 01376

Re: Notice of Termination of 1977 Permission
4" Sludge Line Upon the Strathmore Footbridge

Ladies and Gentlemen:

On October 28, 1977, J.G. McKearin, Manager – Real Estate (Massachusetts) notified Hammermill Paper Company (Attention: J. Solikowski, Corporate Engineering) ("HPC") of the grant of permission by Western Massachusetts Electric Company ("WMECO") to HPC for the proposed installation of HPC's 4" sludge line upon WMECO's footbridge, from Strathmore's Turners Falls Mill to Canal Street in the Town of Montague ("Strathmore Footbridge"). See Attachment A. Please be advised that FirstLight MA Hydro LLC ("FirstLight") is the successor-in-title to WMECO as to the ownership of the Strathmore Footbridge. We understand that Southworth and/or the Town of Montague is the successor-in-title to the HPC's rights as to such 4" sludge line. This letter shall serve as FirstLight's Notice of Termination of the 1977 Permission to install a 4" sludge line upon the Strathmore Footbridge. Accordingly, Southworth Co. or the Town of Montague, as the case may be, should take all steps to promptly remove this 4" sludge line from the Strathmore Footbridge. Please contact Beth Bazler of FirstLight at elizabeth.bazler@firstlightpower.com to coordinate such removal.

Very truly yours,

cc: Thomas J. Cusano

Attachment A

RETURN TO NUSCO,

October 28, 1977

Hammermill Paper Company
P.O. Box 1440
Erie, Pennsylvania 16533

Attention: J. Solikowski, Corporate Engineering

RE: Strathmore Paper Company
Turners Falls Mill

Gentlemen:

In reply to your letter of October 20, 1977 permission is granted for the proposed installation of a four-inch sludge line upon Western Mass. Electric Company's footbridge from Strathmore's Turners Falls Mill to Canal Street in the Town of Montague.

It is understood that there is to be no welding to the existing bridge steel, but that connections to the bridge are to be bolted. It is further understood that Hammermill is to be responsible for maintenance, repair and any necessary replacement of the pipe, and that Hammermill will protect Western Mass. Electric Company from the consequences of any pipe failure. Finally, any other required permits for the installation and operation of the pipe are to be secured by Hammermill.

If you find these conditions to be in accordance with our understandings, will you please so indicate on one copy of this letter and return same to us. A self-addressed envelope is enclosed for your convenience.

Very truly yours,

J. McKearin
J. McKearin
Manager-Real Estate
(Massachusetts)

JGM/lc
cc: Mr. Fred Gonyer
Strathmore Paper Co.

ACCEPTED: Hammermill Paper Company

Frederick H. Blum
By: *Technical Manager*

PSP FL USA LLC

Minutes of the Meeting of the Board of Directors

November 10, 2020

Pursuant to notice given in accordance with law and the operating agreement of PSP FL USA LLC (the “**Corporation**”), a meeting of the Board of Directors (the “**Board**”) was held on Friday, November 10, 2020, at 9:00 a.m., via Teams due to restrictions on travel presented by the Covid-19 pandemic. Present for the Board meeting were Phil Giudice (Board Chair), Jim Ginnett, Mary Beth Gentleman, Stephan Rupert, Alicia Barton, and Pat Chabot constituting a quorum for the conduct of business. Also present were Chris Hurley, Len Greene, Sidd Manjeshwar, Peter Rider, Justin Trudell, Tom Kaslow, Leslie Lafferty, Marc Silver, Kieran Mulroy and Elliott Stewart.

By common consent, Mr. Giudice presided, and Mr. Silver, as Secretary, kept the minutes of the meeting.

Mr. Giudice began with a review of the agenda for the meeting.

The first order of business was approval of the minutes of the Board for the meeting held on August 21, 2020. Following discussion, upon a motion duly made and seconded, it was unanimously

RESOLVED: That the minutes of the Board meeting held on August 21, 2020, be and they hereby are, approved.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The next order of business was consideration of a resolution concerning approval of the disposition of certain lands owned by the Corporation through its subsidiaries. Following discussion, upon a motion duly made and seconded, it was unanimously

RESOLVED: That the President of the Corporation and its subsidiaries is authorized to and empowered to negotiate the terms of and to execute documents on behalf of the Corporation, in all cases where the fair market value of the property to be sold or exchanged is less than \$75,000, and to sign all instruments, documents or agreements as may be necessary or convenient to effectuate such sale or exchange of property.

Next, there was consideration of a resolution authorizing Corporation management to enter into an agreement with the Town of Montague, Massachusetts, to resolve certain matters concerning the Corporation's obligations associated with the Strathmore Bridge. Following discussion, upon a motion duly made and seconded, it was unanimously

RESOLVED: That the Corporation is authorized to enter into an agreement with the Town of Montague, Massachusetts (the "Town"), pursuant to terms and conditions to be negotiated by the management of the Corporation, concerning the demolition of the Strathmore Bridge, including a one-time payment by the Corporation to the Town of \$250,000, the granting of an easement to the Town to construct at the Town's expense a new 5th Street Bridge across the Corporation's power canal, and the granting of an easement to the Town to construct at the Town's expense a replacement Strathmore Bridge across the Corporation's power canal.

[REDACTED]

[REDACTED]

There being no further business to come before the meeting, upon motion duly made and seconded, it was unanimously

RESOLVED: To adjourn.

Adjourned.

A true record.

Attest:

Marc Silver

Marc Silver
Secretary

FirstLight Power Inc.

Minutes of the Meeting of the Board of Directors

November 10, 2020

Pursuant to notice given in accordance with law and the operating agreement of FirstLight Power Inc. (the “**Company**”), a meeting of the Board of Directors (the “**Board**”) was held on Friday, November 10, 2020, at 9:00 a.m., via Teams due to restrictions on travel presented by the Covid-19 pandemic. Present for the Board meeting were Phil Giudice (Board Chair), Jim Ginnetti, Mary Beth Gentleman, Stephan Rupert, Alicia Barton, and Pat Chabot constituting a quorum for the conduct of business. Also present were Chris Hurley, Len Greene, Sidd Manjeshwar, Peter Rider, Justin Trudell, Tom Kaslow, Leslie Lafferty, Marc Silver, Kieran Mulroy and Elliott Stewart.

By common consent, Mr. Giudice presided, and Mr. Silver, as Secretary, kept the minutes of the meeting.

Mr. Giudice began with a review of the agenda for the meeting.

The first order of business was approval of the minutes of the Board for the meeting held on August 21, 2020. Following discussion, upon a motion duly made and seconded, it was unanimously

RESOLVED: That the minutes of the Board meeting held on August 21, 2020, be and they hereby are, approved.

The next order of business was to approve new membership for the Audit, Risk and Human Resources Committees and to eliminate the Strategy Committee. Following discussion, upon motions duly made and seconded, it was unanimously

RESOLVED: That Phil Giudice is hereby appointed to the Audit Committee so that the Audit Committee is now comprised of Board members Giudice, Chabot and Rupert.

RESOLVED: That Jim Ginnetti is hereby appointed to the Risk Committee so that the Risk Committee is now comprised of Board members Giudice, Gentleman, Chabot and Ginnetti.

RESOLVED: That Stephan Rupert is removed from the Human Resources Committee and Jim Ginnetti is hereby appointed to such Committee so that the Human Resources Committee is now comprised of Board members Giudice, Chabot, Gentleman and Ginnetti.

RESOLVED: That the Strategy Committee of the Board is hereby eliminated.

The next order of business to approve the revised Charters for the Audit, Risk and Human Resources Committees as presented to the Board. Following discussion, upon a motion duly

made and seconded, it was unanimously

RESOLVED: That the revised Charters for the Audit Committee, the Risk Committee, and the Human Resources Committee, as presented to the Board, are hereby adopted.

The next order of business was to change the name of the Human Resources Committee to the Compensation Committee. Following discussion, upon a motion duly made and seconded, it was unanimously

RESOLVED: That the Human Resources Committee is renamed the Compensation Committee.

The next order of business was to elect Chairpersons for the Audit and Compensation Committees. By unanimous vote of the Committee members, Mary Beth Gentleman was elected Chairperson of the Compensation Committee, and Patrick Chabot was elected Chairperson of the Audit Committee. The Risk Committee reported that it had previously unanimously elected Jim Ginnetti as Chairperson of the Risk Committee.

Next, there were reports from the Board Committees.

The next order of business was consideration of a resolution concerning approval of the disposition of certain lands owned by the Company through its subsidiaries. Following discussion, upon a motion duly made and seconded, it was unanimously

RESOLVED: That the President of the Company and its subsidiaries is authorized to and empowered to negotiate the terms of and to execute documents on behalf of the Company, in all cases where the fair market value of the property to be sold or exchanged is less than \$75,000, and to sign all instruments, documents or agreements as may be necessary or convenient to effectuate such sale or exchange of property.

Next, there was consideration of a resolution authorizing Company management to enter into an agreement with the Town of Montague, Massachusetts, to resolve certain matters concerning the Company's obligations associated with the Strathmore Bridge. Following discussion, upon a motion duly made and seconded, it was unanimously

RESOLVED: That the Company is authorized to enter into an agreement with the Town of Montague, Massachusetts (the "Town"), pursuant to terms and conditions to be negotiated by the management of the Company, concerning the demolition of the Strathmore Bridge, including a one-time payment by the Company to the Town of \$250,000, the granting of an easement to the Town to construct at the Town's expense a new 5th Street Bridge across the Company's power canal, and the granting of an easement to the Town to construct at the Town's expense a replacement Strathmore Bridge across the Company's power canal.

Next, there was a report from the Chief Executive Officer, Alicia Barton. Discussion

ensued among the meeting participants.

Next, there was discussion of a proposed cash distribution from the Company to PSP H2O FL Finco L.P. Following a motion duly made and seconded, it was

Resolved: That the Chief Financial Officer or the Chief Executive Officer of the Company is authorized to make a cash distribution of up to \$14.5 million from the Company to PSP FL USA LLC for ultimate distribution to PSP H2O FL Finco L.P. through January 2021.

There being no further business to come before the meeting, upon motion duly made and seconded, it was unanimously

RESOLVED: To adjourn.

Adjourned.

A true record.

Attest:

Marc Silver

Marc Silver
Secretary

FirstLight Storage Company

Minutes of the Meeting of the Board of Directors

November 10, 2020

Pursuant to notice given in accordance with law and the operating agreement of FirstLight Storage Company (the "**Company**"), a meeting of the Board of Directors (the "**Board**") was held on Friday, November 10, 2020, at 9:00 a.m., via Teams due to restrictions on travel presented by the Covid-19 pandemic. Present for the Board meeting were Phil Giudice (Board Chair), Jim Ginnetti, Mary Beth Gentleman, Stephan Rupert, Alicia Barton, and Pat Chabot constituting a quorum for the conduct of business. Also present were Chris Hurley, Len Greene, Sidd Manjeshwar, Peter Rider, Justin Trudell, Tom Kaslow, Leslie Lafferty, Marc Silver, Kieran Mulroy and Elliott Stewart.

By common consent, Mr. Giudice presided, and Mr. Silver, as Secretary, kept the minutes of the meeting.

Mr. Giudice began with a review of the agenda for the meeting.

The first order of business was approval of the minutes of the Board for the meeting held on August 21, 2020. Following discussion, upon a motion duly made and seconded, it was unanimously

RESOLVED: That the minutes of the Board meeting held on August 21, 2020, be and they hereby are, approved.

The next order of business was to approve new membership for the Audit, Risk and Human Resources Committees and to eliminate the Strategy Committee. Following discussion, upon motions duly made and seconded, it was unanimously

RESOLVED: That Phil Giudice is hereby appointed to the Audit Committee so that the Audit Committee is now comprised of Board members Giudice, Chabot and Rupert.

RESOLVED: That Jim Ginnetti is hereby appointed to the Risk Committee so that the Risk Committee is now comprised of Board members Giudice, Gentleman, Chabot and Ginnetti.

RESOLVED: That Stephan Rupert is removed from the Human Resources Committee and Jim Ginnetti is hereby appointed to such Committee so that the Human Resources Committee is now comprised of Board members Giudice, Chabot, Gentleman and Ginnetti.

RESOLVED: That the Strategy Committee of the Board is hereby eliminated.

The next order of business was to approve the revised Charters for the Audit, Risk and Human Resources Committees as presented to the Board. Following discussion, upon a motion duly

made and seconded, it was unanimously

RESOLVED: That the revised Charters for the Audit Committee, the Risk Committee, and the Human Resources Committee, as presented to the Board, are hereby adopted.

The next order of business was to change the name of the Human Resources Committee to the Compensation Committee. Following discussion, upon a motion duly made and seconded, it was unanimously

RESOLVED: That the Human Resources Committee is renamed the Compensation Committee.

The next order of business was to elect Chairpersons for the Audit and Compensation Committees. By unanimous vote of the Committee members, Mary Beth Gentleman was elected Chairperson of the Compensation Committee, and Patrick Chabot was elected Chairperson of the Audit Committee. The Risk Committee reported that it had previously unanimously elected Jim Ginnetti as Chairperson of the Risk Committee.

Next, there were reports from the Board Committees.

The next order of business was consideration of a resolution concerning approval of the disposition of certain lands owned by the Company through its subsidiaries. Following discussion, upon a motion duly made and seconded, it was unanimously

RESOLVED: That the President of the Company and its subsidiaries is authorized to and empowered to negotiate the terms of and to execute documents on behalf of the Company, in all cases where the fair market value of the property to be sold or exchanged is less than \$75,000, and to sign all instruments, documents or agreements as may be necessary or convenient to effectuate such sale or exchange of property.

Next, there was consideration of a resolution authorizing Company management to enter into an agreement with the Town of Montague, Massachusetts, to resolve certain matters concerning the Company's obligations associated with the Strathmore Bridge. Following discussion, upon a motion duly made and seconded, it was unanimously

RESOLVED: That the Company is authorized to enter into an agreement with the Town of Montague, Massachusetts (the "Town"), pursuant to terms and conditions to be negotiated by the management of the Company, concerning the demolition of the Strathmore Bridge, including a one-time payment by the Company to the Town of \$250,000, the granting of an easement to the Town to construct at the Town's expense a new 5th Street Bridge across the Company's power canal, and the granting of an easement to the Town to construct at the Town's expense a replacement Strathmore Bridge across the Company's power canal.

Next, there was a report from the Chief Executive Officer, Alicia Barton. Discussion

ensued among the meeting participants.

Next, there was discussion of a proposed cash distribution from the Company to PSP H2O FL Finco L.P. Following a motion duly made and seconded, it was

Resolved: That the Chief Financial Officer or the Chief Executive Officer of the Company is authorized to make a cash distribution of up to \$14.5 million from the Company to FirstLight Power Inc. for ultimate distribution to PSP H2O FL Finco L.P. through January 2021.

There being no further business to come before the meeting, upon motion duly made and seconded, it was unanimously

RESOLVED: To adjourn.

Adjourned.

A true record.

Attest:

Marc Silver

Marc Silver
Secretary

Return to:

[CURRENT STRATHMORE FOOTBRIDGE]

9F

PARTIAL RELEASE OF EASEMENTS

The **Town of Montague**, a town situated within the territorial limits of Franklin County, Commonwealth of Massachusetts, with its town offices located at 1 Avenue A, Turners Falls, Massachusetts 01376, does hereby release and discharge of record so much, but only so much, of its right, title and interest and any rights and easements in and to the Strathmore Footbridge as shown on Schedule A, attached hereto and made a part hereof, located on property owned by **FirstLight MA Hydro LLC**, a Delaware limited liability company having a principal office at 111 South Bedford Street, Suite 103, Burlington, Massachusetts 01803, such property being known as 20 Canal Road to 16 Canal Street, Turners Falls, Massachusetts, including but not limited to the right, title, interest and rights and easements listed in Schedule B attached hereto and made a part hereof and any and all rights to use and to pass and repass over the Strathmore Footbridge.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ____ day of _____, 20__.

Signed sealed and delivered
in the presence of:

TOWN OF MONTAGUE

By: _____

Its: _____, duly authorized

COMMONWEALTH OF MASSACHUSETTS)

) ss. Turners Falls

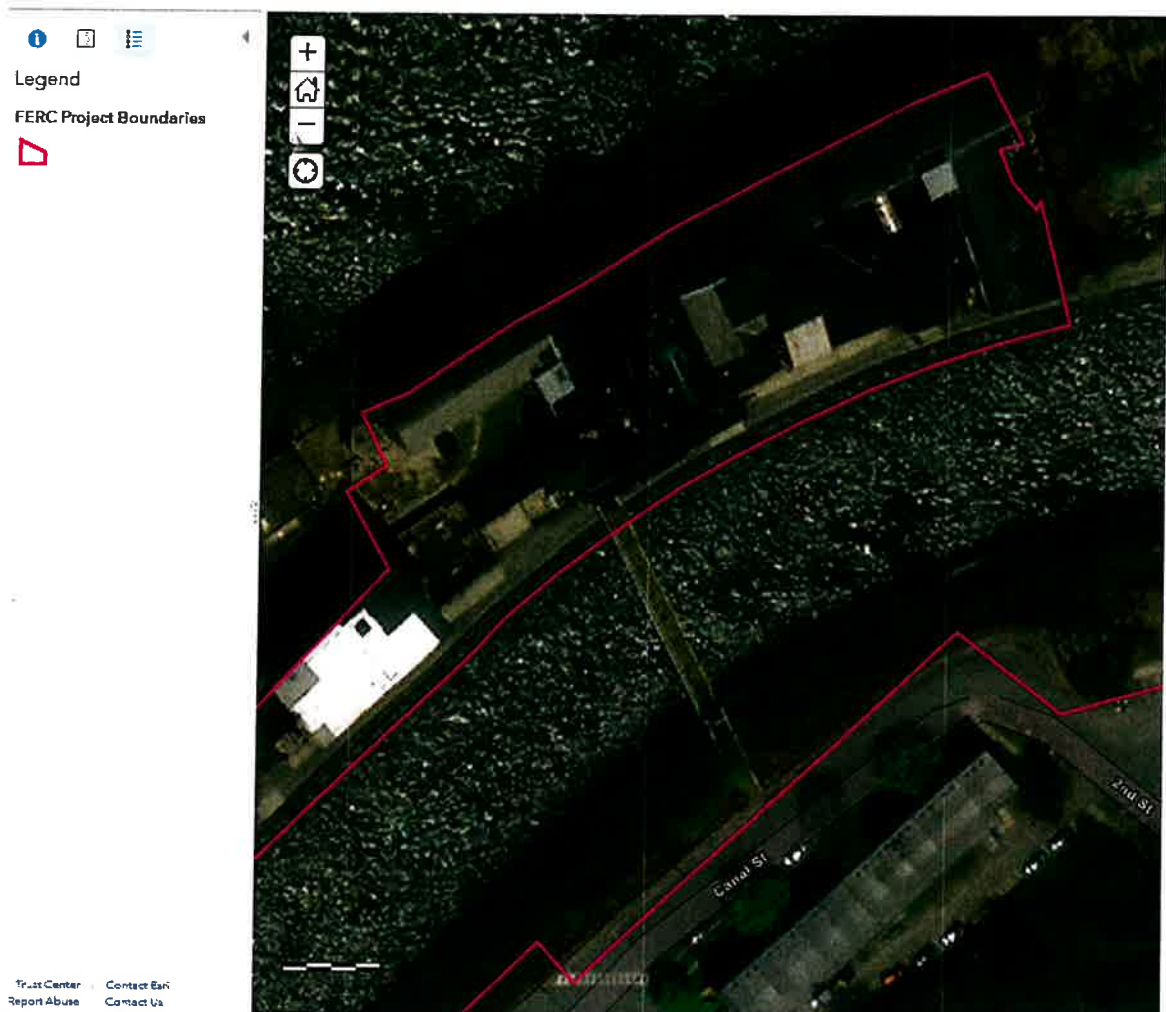
COUNTY OF FRANKLIN)

On the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of the TOWN OF MONTAGUE, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained, and acknowledged it to be his/her free act and deed and the free act and deed of said Town.

Notary Public of the Commonwealth of
Massachusetts

My Commission Expires: _____

Schedule A



Schedule B

[Verify Complete List of Existing Easements]

1. Indenture between The Turners Falls Company and The Keith Paper Company dated September 2, 1873 and recorded in Book 275, Page 397 of the Franklin County Registry of Deeds.
2. Lease from Keith Paper Company to Turners Falls Company dated June 13, 1912 and recorded in Book 576, Page 78 of the Franklin County Registry of Deeds.
3. Indenture between WMECO and Strathmore Paper Company dated May 5, 1964. This indenture was not recorded in the Franklin County Registry of Deeds.

Return to:

[CANAL ROAD UTILITIES]

EASEMENT AGREEMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF FRANKLIN

KNOW ALL MEN BY THESE PRESENTS: that the undersigned 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 "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) paid by Town of Montague, a town situated within the territorial limits of Franklin County, Commonwealth of Massachusetts, with its town offices located at 1 Avenue A, Turners Falls, Massachusetts 01376, hereinafter called "Grantee", the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant and convey with quit claim covenants unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, permanent rights-of-way and easements generally over an area approximately ten (10) feet in width as described herein, for the purpose of constructing, operating, maintaining, inspecting, replacing, repairing, and removing underground utility lines and appurtenant facilities (collectively, the "Facilities"), all of which shall be and remain the property of the Grantee, over and across real property of the Grantor situated in the Town of Montague, County of Franklin, Commonwealth of Massachusetts, more fully described and referred to below.

The parcel of land on which the rights-of-way and easements herein granted are located is described as in a deed from Edmund Rawson to the Proprietors of the Upper Locks and Canals and recorded on June 30, 1795, in Book 7, Page 714 of the Franklin County Registry of Deeds, in a deed from FirstLight Hydro Generating Company to FirstLight MA Hydro LLC dated July 16, 2019, and recorded in Book 7390, Page 169 of the Franklin County Registry of Deeds. See also deed dated December 13, 2019, and recorded in Book 7469, Page 44 of the Franklin County Registry of Deeds.

The bounds of the permanent rights-of-way and easements (collectively, the "Rights-of-Way") granted herein are more particularly outlined within the area identified as the "Canal Road Utilities Easement Area" shown on drawing(s) titled "[COPY FROM DRAWING(S)]" (the "Easement Area"), a copy [copies] of which is [are] attached hereto as Exhibit A and made a part hereof. Said Easement Area may not be relocated or changed without the written permission of

Grantor granted in an instrument in recordable form that refers to this Easement Agreement instrument with particularity.

In the exercise of its rights herein granted, Grantee agrees as follows:

(a) All risk of use of the Easement Area by or through the Grantee shall be assumed by the Grantee and the users of the Easement Area;

(b) The Grantee shall obtain all required permits for any Grantee facilities, including, but not limited to, the utility lines (collectively, the "Grantee's Facilities"), to be located on the Easement Area on the Property;

(c) The Grantee shall provide Grantor with reasonable advance written notice of any proposed construction upon the Easement Area, which notice shall include detailed work plans describing such construction and schedule, and Grantor 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 Grantor's facilities (including, without limitation, its existing facilities) and operations on such construction prior to commencement of any work, except in the event of an emergency;

(d) The Grantee shall be solely responsible for the exercise of the rights granted by Grantor as to the construction, operation and maintenance of the Grantee's Facilities.

If the Grantee discovers unanticipated cultural resource sites during construction, operation or maintenance of the Grantee's Facilities, then the Grantee shall immediately cease work and contact Grantor and shall follow the procedures set forth in the Grantor's Historic Properties Management Plan;

(e) At all times, the Grantee shall engage qualified professionals to regularly inspect the Grantee's Facilities to ensure that such facilities located on the Easement Area comply with all applicable laws, rules, regulations, orders, and requirements of any governmental agency;

(f) The Grantee shall, at all times, keep the Easement Area free from accumulation of debris and maintain it in a safe and clean condition and promptly and completely restore any area that may be disturbed by the Grantee, as closely as possible, to its condition as existed immediately prior to the Grantee's activities on the Easement Area;

(g) The Grantee shall, to the extent permitted by law, indemnify, defend (by counsel reasonably acceptable to Grantor), protect, and hold Grantor, 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 Grantee, its agents, employees or contractors in connection with its obligations in this Easement Agreement. Notwithstanding the foregoing, the obligation for the Grantee to indemnify, defend and hold harmless the Indemnified Parties set forth herein 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 Grantee, its agents, employees or contractors;

(h) The Grantee shall, to the extent permitted by law, indemnify, defend (by counsel reasonably acceptable to Grantor), protect, and hold harmless Grantor, 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 the actions, or omissions of, the Grantee. The Grantee'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. 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, with 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. Notwithstanding the foregoing, the Grantee shall not be liable for the release or threat of release of Hazardous Substances existing at the property of the Grantor as of the date of this Easement Agreement, and shall have no obligation to indemnify the Grantor or the Indemnified Parties for the release or threat of release of such Hazardous Substances;

(i) The Grantee shall provide such insurance coverage in compliance with Grantor's requirements in force at the time of the initial construction of the Grantee's Facilities and throughout the Grantee's use of the Easement Area. The Grantee shall include Grantor as an additional insured on such coverage and provide it with a certificate of insurance annually; and

(j) Notwithstanding anything herein to the contrary, Grantee shall exercise care in the exercise of its rights granted herein, as follows:

- to maintain Grantor's continuous and unobstructed access along Canal Road, except, on a temporary basis, only to the extent necessary during construction

of the Grantee's Facilities or during an emergency, provided that reasonable advance notice is given to Grantor;

- to preserve and protect the stability of Canal Road at all times;
- to ensure that emergency vehicles have appropriate access along Canal Road at all times;
- to maintain all required and prudent clearances between any of Grantee's Facilities and to adhere to any areas of no excavation reasonably required by Grantor; and
- to follow any and all best management practices as to the restoration of any portions of the Easement Area disturbed by Grantee's activities, including but not limited to re-paving, in whole or in part, as necessary.

Grantee acknowledges that above-ground facilities are expressly prohibited within the Easement Area, unless prior written consent, in recordable form, is obtained from Grantor.

In any instrument of conveyance of rights to the Facilities by the Grantee, the Grantee shall include perpetual covenants adequate to ensure that Grantee's use of the Easement Area shall not endanger the health, create a nuisance, or otherwise be incompatible with the overall recreational use of the Grantor's hydroelectric project, known as the Turners Falls Hydroelectric Project, FERC Project No. 1889 (the "Project"). Grantee shall take all reasonable precautions to ensure that the construction, operation, maintenance, inspection, replacement, repair, and removal of the Facilities will occur in a manner that will protect the scenic, recreational, and environmental values of the Project. Furthermore, Grantee shall not unduly restrict public access to Project waters.

Notwithstanding any provision contained herein, Grantor hereby retains the right to perform any and all acts required by an order of FERC, or its successors, without the prior approval of the Grantee, in order to ensure compliance with the FERC license for the Project, provided that Grantor shall provide notice to Grantee of any activities within the Easement Area and the parties agree to coordinate any such activities with Grantee to minimize interference with Grantee's rights and easements under this Easement Agreement. These rights include and are not limited to Grantor obtaining any and all approvals required by FERC for the use of Project lands, which may require approval of Grantee's design plans, as they may affect Grantor's operations, maintenance and safety of the hydroelectric facilities.

The failure of Grantor to enforce any rights herein conveyed in any single instance shall not be considered a waiver of such right or rights and shall not bar Grantor from enforcing such right or rights, of if necessary, seeking an appropriate remedy in conjunction with such right or rights.

WITNESS our hand(s) and seal(s) this ____ day of _____, 2021.

WITNESSES:

GRANTOR
FIRSTLIGHT MA HYDRO LLC

By _____
Its: _____, duly authorized

WITNESSES:

GRANTEE
TOWN OF MONTAGUE

By _____
Its: _____, duly authorized

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF _____)

ss. _____

On this ____ day of _____, 20__, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be a manager/member of FirstLight MA Hydro LLC, a Delaware limited liability company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself/herself as such officer.

In Witness Whereof, I hereunto set my hand.

Notary Public of the Commonwealth of
Massachusetts

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF FRANKLIN _____)

ss. Turners Falls

On the ____ day of _____, 20__, before me, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of the Town of Montague, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, and acknowledged it to be his/her free act and deed and the free act and deed of said Town.

In Witness Whereof, I hereunto set my hand.

Notary Public of the Commonwealth of
Massachusetts

My Commission Expires: _____

Exhibit A

[Attach Drawing(s)]

Return to:

[NEW 5th STREET PEDESTRIAN BRIDGE]

EASEMENT AGREEMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF FRANKLIN

KNOW ALL MEN BY THESE PRESENTS: that the undersigned 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 "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) paid by Town of Montague, a town situated within the territorial limits of Franklin County, Commonwealth of Massachusetts, with its town offices located at 1 Avenue A, Turners Falls, Massachusetts 01376, hereinafter called "Grantee", the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant and convey with quit claim covenants unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, permanent rights-of-way and easements for the purpose of constructing, operating, maintaining, inspecting, replacing, repairing, and removing a bridge for pedestrian use only, utility lines and appurtenant facilities (collectively, the "Facilities"), all of which shall be and remain the property of the Grantee, over and across real property of the Grantor situated in the Town of Montague, County of Franklin, Commonwealth of Massachusetts, more fully described and referred to below.

The parcel of land on which the rights-of-way and easements herein granted are located is described deed dated July 16, 2019, and recorded in Book 7390, Page 169 of the Franklin County Registry of Deeds. See also deed dated December 13, 2019, and recorded in Book 7469, Page 44 of the Franklin County Registry of Deeds.

The bounds of the permanent rights-of-way and easements (collectively, the "Rights-of-Way") granted herein are more particularly outlined within the area identified as the "New 5th Street Pedestrian Bridge Easement Area" shown on drawing(s) titled "Plan of Land in Montague, Turners Falls, MA prepared for Town of Montague", Date 03/15/2021 Scale 1"= 20', prepared by Sherman & Frydryk, a division of Hancock Survey Associates, Inc. (the "Easement Area"), a copy of which is attached hereto as Exhibit A and made a part hereof. Said Easement Area may not be relocated or changed without the written permission of Grantor granted in an instrument in recordable form that refers to this Easement Agreement instrument with particularity.

In the exercise of its rights herein granted, Grantee agrees as follows:

(a) All risk of use of the Easement Area by or through the Grantee shall be assumed by the Grantee and the users of the Easement Area;

(b) The Grantee shall obtain all required permits for any Grantee facilities, including, but not limited to, the bridge improvements and utility lines (collectively, the "Grantee's Facilities"), to be located on the Easement Area on the Property;

(c) The Grantee shall provide Grantor with reasonable advance written notice of any proposed construction upon the Easement Area, which notice shall include detailed work plans describing such construction and schedule, and Grantor 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 Grantor's facilities (including, without limitation, its existing facilities) and operations on such construction prior to commencement of any work, except in the event of an emergency;

(d) The Grantee shall be solely responsible for the exercise of the rights granted by Grantor as to the construction, operation and maintenance of the Grantee's Facilities.

If the Grantee discovers unanticipated cultural resource sites during construction, operation or maintenance of the Grantee's Facilities, then the Grantee shall immediately cease work and contact Grantor and shall follow the procedures set forth in the Grantor's Historic Properties Management Plan;

(e) At all times, the Grantee shall engage qualified professionals to regularly inspect the Grantee's Facilities to ensure that such facilities located on the Easement Area comply with all applicable laws, rules, regulations, orders, and requirements of any governmental agency;

(f) The Grantee shall, at all times, keep the Easement Area free from accumulation of debris and maintain it in a safe and clean condition and promptly and completely restore any area that may be disturbed by the Grantee, as closely as possible, to its condition as existed immediately prior to the Grantee's activities on the Easement Area;

(g) The Grantee shall, to the extent permitted by law, indemnify, defend (by counsel reasonably acceptable to Grantor), protect, and hold Grantor, 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 Grantee, its agents, employees or contractors in connection with its obligations in this Easement Agreement. Notwithstanding the foregoing, the obligation for the Grantee to indemnify, defend and hold harmless the Indemnified Parties set forth herein 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 Grantee, its agents, employees or contractors;

(h) The Grantee shall, to the extent permitted by law, indemnify, defend (by counsel reasonably acceptable to Grantor), protect, and hold harmless Grantor, 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 the actions, or omissions of, the Grantee. The Grantee'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. 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, with 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. Notwithstanding the foregoing, the Grantee shall not be liable for the release or threat of release of Hazardous Substances existing at the property of the Grantor as of the date of this Easement Agreement, and shall have no obligation to indemnify the Grantor or the Indemnified Parties for the release or threat of release of such Hazardous Substances; and

(i) The Grantee shall provide such insurance coverage in compliance with Grantor's requirements in force at the time of the initial construction of the Grantee's Facilities and throughout the Grantee's use of the Easement Area. The Grantee shall include Grantor as an additional insured on such coverage and provide it with a certificate of insurance annually.

In any instrument of conveyance of rights to the Facilities by the Grantee, the Grantee shall include perpetual covenants adequate to ensure that Grantee's use of the Easement Area shall not endanger the health, create a nuisance, or otherwise be incompatible with the overall recreational use of the Grantor's hydroelectric project, known as the Turners Falls Hydroelectric Project, FERC Project No. 1889 (the "Project"). Grantee shall take all reasonable precautions to ensure that the construction, operation, maintenance, inspection, replacement, repair, and removal of the Facilities will occur in a manner that will protect the scenic, recreational, and environmental

values of the Project. Furthermore, Grantee shall not unduly restrict public access to Project waters.

Notwithstanding any provision contained herein, Grantor hereby retains the right to perform any and all acts required by an order of FERC, or its successors, without the prior approval of the Grantee, in order to ensure compliance with the FERC license for the Project, provided that Grantor shall provide notice to Grantee of any activities within the Easement Area and the parties agree to coordinate any such activities with Grantee to minimize interference with Grantee's rights and easements under this Easement Agreement. These rights include and are not limited to Grantor obtaining any and all approvals required by FERC for the use of Project lands, which may require approval of Grantee's design plans, as they may affect Grantor's operations, maintenance and safety of the hydroelectric facilities.

The failure of Grantor to enforce any rights herein conveyed in any single instance shall not be considered a waiver of such right or rights and shall not bar Grantor from enforcing such right or rights, of if necessary, seeking an appropriate remedy in conjunction with such right or rights.

WITNESS our hand(s) and seal(s) this ____ day of _____, 20__.

WITNESSES:

GRANTOR
FIRSTLIGHT MA HYDRO LLC

By _____
Its: _____, duly authorized

WITNESSES:

GRANTEE
TOWN OF MONTAGUE

By _____
Its: _____, duly authorized

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF _____) ss. _____

On this ____ day of _____, 20__, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be a manager/member of FirstLight MA Hydro LLC, a Delaware limited liability company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself/herself as such officer.

In Witness Whereof, I hereunto set my hand.

Notary Public of the Commonwealth of
Massachusetts
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF FRANKLIN)

ss. Turners Falls

On the ____ day of _____, 20__, before me, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of the Town of Montague, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, and acknowledged it to be his/her free act and deed and the free act and deed of said Town.

In Witness Whereof, I hereunto set my hand.

Notary Public of the Commonwealth of
Massachusetts

My Commission Expires: _____

Exhibit A

Easement Descriptions

Certain easements situated in the Commonwealth of Massachusetts, County of Franklin, Town of Montague and, located in the vicinity of the 5th Street vehicle bridge over the Turners Falls Power Canal, for the purpose of constructing and maintaining a pedestrian bridge with associated utilities and appurtenances and being shown as Permanent Easements "PE 1 and PE 2" and Temporary Easement "TE 1 through TE 4" on a plan entitled "Plan of Land in Montague, Turners Falls, MA prepared for Town of Montague", Date 03/15/2021 Scale 1"= 20', prepared by Sherman & Frydryk, a division of Hancock Survey Associates, Inc. being more particularly bounded and described as follows:

PE 1

Beginning at a point at the most southeasterly corner of the easement, on the southerly sideline of the Canal southwest of the 5th Street Vehicular Bridge as shown on said plan, thence running in a southwesterly direction on a curve to the left having a radius of 750.00' a length of 22.01' thence running N 46°12'36"W 134.32' to a point on the northerly side of the Canal, thence running on a curve to the left having a radius of 841.52' a length of 10.71', a chord of S 43°36'34"W 10.71' along the northwesterly face of the Canal retaining wall, thence running N 46°33'54"W 25' within land of FirstLight MA Hydro, LLC and land of River Child, LLC to a point, thence running N 45°10'41"E 54.88' along last named land to a point thence running S 46°12'36"E 24.93' along the approximate location line of the 1880 County Layout and along the northwesterly sideline of State Highway Layout NO. 4107 to a point on said Canal wall, thence running on a curve to the left having a radius of 841.52' a length of 22.02', a chord of S 46°13'18"W 22.02' along said northwesterly face of said Canal retaining wall to a point, thence running S 46°12'36"E 134.58' to the point of beginning. Containing 4,309 square feet more or less.

PE 2

Beginning at a point on the southwesterly corner of said easement on the concrete retaining wall of the northerly side of the Canal, northeast of the 5th Street Vehicular Bridge as shown on said

plan, thence running N 46°33'57"W 10.02' along the southeasterly side of the approximate location line of the 1880 County Layout to a point, thence running N 47°13'50"E 9.00' along land of Southworth Transaction Company II, Inc., thence running S 43°46'10"E 10.00' within land of FirstLight MA Hydro, LLC To a point on the retaining wall, thence running S 47°13'50"W 8.34' along said northwesterly side of the concrete retaining wall of the northerly side of said Canal to the point of beginning. Containing 87 square feet more or less.

TE 1

On the northwest side of PE 1, along the northerly wall of the Canal. Being 10'± x 10'±.
Containing 100 square feet more or less

TE 2

On the southwest side of PE 1, along the southerly wall of the Canal.
Being 10'± x 5'±.
Containing 50 square feet more or less

TE 3

On the southeast side of PE 1, along the southerly wall of the Canal.
Being 10'± x 5'±.
Containing 50 square feet more or less.

TE 4

On the northeast side of PE 2, along the northerly wall of the Canal.

Being $10' \pm \times 10' \pm$.

Containing 100 square feet more or less.

10

MEETING NOTICE
FY 2021 CDBG PUBLIC INFORMATIONAL MEETING
TOWN OF MONTAGUE

The Town of Montague will hold a public informational meeting on Monday, August 9, 2021 at 7:30 p.m. in the Selectmen's Meeting Room at the Montague Town Hall, 1 Avenue A, Turners Falls, MA in order to solicit public response to the activities that the town should apply for in the FY 2021 Massachusetts Community Development Block Grant (CDBG) application to the Department of Housing and Community Development.

The purpose of this meeting will be to discuss the application process and activities that the town should include in its application. Representatives from the Town and the Franklin County Regional Housing & Redevelopment Authority (HRA) will be present at the hearing to discuss potential activities.

Eligible Activities include Housing Assistance, Public Facilities, Infrastructure, Public Social Services and Planning Projects. All projects must meet the national objective to benefit low/moderate income people or eliminate slum/blight.

The Town of Montague will contract with the Franklin County Regional Housing and Redevelopment Authority (HRA) to administer the FY 2021 Community Development Block Grant Program.

The Town of Montague encourages residents to attend the meeting where any person or organization wishing to be heard will be afforded the opportunity. If residents are unable to participate in the Public Hearing, written comments can be made to the Town Coordinator, Montague Town Hall, Avenue A, Turners Falls, MA.

The Town of Montague is an equal opportunity provider.

Board of Selectmen
Town of Montague



FCHRA's Housing Rehabilitation Program

Project Summary:

- Housing Rehabilitation Programs are administered by the Franklin County Regional Housing & Redevelopment Authority (HRA) on behalf of a town.
- The Program is designed to meet one of the Department of Housing & Urban Development's (HUD) national objectives by providing safe, decent, sanitary housing to persons of low or moderate income through the elimination of building, plumbing, electrical and sanitary code violations.
- The Program is also designed to increase the energy efficiency of homes by making general weatherization improvements, insulating homes, and replacing outdated heating systems and hot water tanks with Energy Star rated boilers, furnaces, and domestic hot water systems.

Program Design:

- 0% deferred payment loans are available to households whose incomes are under the limits listed below. Loans are fully forgiven over the course of 15 years. Prorated payments are due, without interest, when the property transfers ownership before 15 years. Proration of loans can be structured in different ways, e.g., loans can be forgiven in equal parts on the anniversary date of a loan closing or payback can be structured so that loans do not become forgivable until a set year after a loan closing and then decline to \$0 at year 15.
- Loans are generally no greater than \$35,000 per unit. However, if homes need inherently expensive improvements such as lead paint removal, asbestos abatement, a new artesian well, handicapped accessibility modifications, septic system replacement, or historic preservation, then loans can be made for up to \$40,000.
- Loans are intended to make improvements to existing conditions. Removal and replacement of roofs, windows, siding, and electrical, plumbing and heating system repairs and replacement are typical. But other improvements like flooring replacement, bathroom upgrades, and new cabinets may be eligible if conditions are determined to be "sub-code."
- Applicants are required to provide proof of ownership, verification of income for all household members over 18 years of age, verification that property tax payments are current, and verification of homeowner's insurance.
- Houses built prior to 1978 are tested for the presence of Lead Paint by a certified lead paint inspector. Some level of lead paint remediation may be required if lead paint is found, even if there are no children living at the property. If there are children under the age of 6, the project will include full de-leading of the property. All inspection fees are calculated in to the total cost allowed per unit, but the fees themselves are not included in the loan amount. In other words, the loans are for the construction cost and mortgage recording fee only.

- Inspections of properties are made by a qualified Housing Rehab Specialist from HRA. The Rehab Specialist inspects the premises for code compliance and substandard conditions. A detailed Work List is then written up and sent to each homeowner along with instructions for contractors to bid on the project. The bid package includes materials specifications and a list of contractors who have been pre-qualified to work for the Program. However, owners may choose to solicit bids from contractors who are not on HRA's list as long as the contractors are licensed and insured. Homeowners are typically given four weeks to submit bids to HRA. Each bid is reviewed for completeness and cost reasonableness.
- Loans are awarded to projects determined to be the most needy. HRA ranks each project using a criteria point system that factors in household income, code violations, and other demographic indicators such as the number of elderly or handicapped persons living at a property. Once a project is chosen, HRA prepares contracts and verifies contractor's licenses and insurance. A loan closing is then conducted by HRA.
- Notices to Proceed are sent to each contractor with information on progress payments. HRA's Rehab Specialists act as the liaison between owners and contractors. When a contractor submits an invoice for work performed, HRA staff inspects the work for quality and conformance with the contract specifications. Payments are made directly by HRA to the contractors upon approval of the Rehab Specialist and homeowner. Final payments are made only when all applicable municipal inspectors and lead paint inspectors have also approved of the project.

Income Limits:

<u>#FAMILY MEMBERS</u>	<u>MAX. ANNUAL GROSS INCOME</u> (updated 06/01/21)
1	\$47,850.00
2	\$54,650.00
3	\$61,500.00
4	\$68,300.00
5	\$73,800.00
6	\$79,250.00
7	\$84,700.00
8	\$90,200.00

APPENDIX A

ELIGIBLE COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITIES

Activities eligible for assistance with Massachusetts Community Block Grant Program funds are only those listed below. (In all cases, unless otherwise noted, "this title" or "Title I" refers to Title I of the Housing and Community Development Act of 1974, as amended.)

1. The acquisition of real property, (including air rights, water rights, and other interests therein) which is: (a) blighted, deteriorated, deteriorating, undeveloped, or inappropriately developed from the standpoint of sound community development and growth; (b) appropriate for rehabilitation or conservation activities; (c) appropriate for the preservation or restoration of historic sites, the beautification of urban land, the conservation of open spaces, natural resources, and scenic areas, the provision of recreational opportunities, or the guidance of urban development; (d) to be used for the provision of public works, facilities, and improvements eligible for assistance under Title I; or (e) to be used for other public purposes;
2. the acquisition, construction, reconstruction, or installation (including design features and improvements with respect to such construction, reconstruction, or installation that promote energy efficiency) of public works, facilities (except for buildings for the general conduct of government), and site or other improvements;
3. code enforcement in deteriorated or deteriorating areas in which such enforcement, together with public or private improvements or services to be provided, may be expected to arrest the decline of the area;
4. clearance, demolition, removal, reconstruction and rehabilitation (including rehabilitation which promotes energy efficiency) of buildings and improvements (including interim assistance, and financing public or private acquisition for reconstruction or rehabilitation, and reconstruction or rehabilitation, of privately-owned properties and including the renovation of closed school buildings);
5. special projects directed to the removal of material and architectural barriers which restrict the mobility and accessibility of elderly and handicapped persons;
6. payments to housing owners for losses of rental income incurred in holding for temporary periods housing units to be utilized for the relocation of individuals and families displaced by activities under this title;
7. disposition (through sale, lease, donation, or otherwise) of any real property acquired pursuant to Title I, or its retention for public purposes;

8. provisions of public services, including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, energy conservation, welfare or recreation needs, if such services have not been provided by the unit of general local government (through funds raised by such unit, or received by such unit from the state in which it is located) during any part of the twelve-month period immediately preceding the date of submission of the Statement with respect to which funds are to be made available under Title I, and which are to be used for such services, unless the Secretary finds that the discontinuation of such services was the result of events not within the control of the unit of general local government, except that not more than 15 percent of the amount of any assistance to a unit of general local government (or in the case of non entitled communities not more than 15 percent statewide) under this title including program income may be used for activities under this paragraph unless such unit of general local government used more than 15 percent of the assistance received under this title for fiscal year 1982 or fiscal year 1983 for such activities (excluding any assistance received pursuant to Public Law 98-8), in which case such unit of general local government may use not more than the percentage or amount of such assistance used for such activities for such fiscal year, whichever method of calculation yields the higher amount, and except that of any amount of assistance under this title (including program income) in each of the fiscal years 1993 through 1998 to the City of Los Angeles and County of Los Angeles, each such unit of general government may not use more than 25 percent in each such fiscal year for activities under this paragraph;
9. payment of the non-federal share required in connection with a federal grant-in-aid program undertaken as part of activities assisted under Title I;
10. payment of the cost of completing a project funded under Title I of the Housing Act of 1949;
11. relocation payments and assistance for displaced individuals, families, businesses, organizations, and farm operations, when determined by the grantee to be appropriate;
12. activities necessary to: (a) develop a comprehensive community development plan; and (b) to develop a policy-planning-management capacity so that the recipient of assistance under this title may more rationally and effectively (i) determine its needs, (ii) set long-term goals and short-term objectives, (iii) devise programs and activities to meet these goals and objectives, (iv) evaluate the progress of such programs in accomplishing these goals and objectives, and (v) carry out management, coordination, and monitoring of activities necessary for effective planning and implementation;

13. payment of reasonable administrative costs related to establishing and administering federally approved enterprise zones and payment of reasonable administrative costs and carrying charges related to: (a) administering the HOME program under title II of the Cranston-Gonzalez National Affordable Housing Act; and (b) the planning and execution of community development and housing activities, including the provision of information and resources to residents of areas in which community development and housing activities are to be concentrated with respect to the planning and execution of such activities, and including the carrying-out of activities as described in section 701(e) of the Housing Act of 1954 on the date prior to the date of enactment of the Housing and Community Development Amendments of 1981;
14. provisions of assistance including loans (both interim and long term) and grants for activities which are carried out by public or private non-profit entities, including: (a) acquisition of real property; (b) acquisition, construction, reconstruction, rehabilitation, or installation of (i) public facilities (except for buildings for the general conduct of government), site improvements, and utilities, and (ii) commercial or industrial buildings or structures or other commercial and industrial real property improvements; and (c) planning;
15. assistance to neighborhood-based nonprofit organizations, local development corporations, nonprofit organizations serving the development needs of the communities in non-entitlement areas, or entities organized under section 301(d) of the Small Business Investment Act of 1958 to carry out a neighborhood revitalization or community economic development or energy conservation project in furtherance of the objectives of section 101(c), and assistance to neighborhood-based nonprofit organizations, or other private or public nonprofit organizations, for the purpose of assisting, as part of neighborhood revitalization or other community development, the development of shared housing opportunities (other than by construction of new facilities) in which elderly families (as defined in section 3(b)(3) of the United States Housing Act of 1937) benefit as a result of living in a dwelling in which the facilities are shared with others in a manner that effectively and efficiently meets the housing needs of the residents and thereby reduces their cost of housing;
16. activities necessary to the development of energy use strategies related to recipient's development goals, to assure that those goals are achieved with maximum energy efficiency, including items such as: (a) an analysis of the manner in, and the extent to, which energy conservation objectives will be integrated into local government operations, purchasing and service delivery, capital improvements budgeting, waste management, district heating and cooling, land use planning and zoning, and traffic control, parking, and public transportation functions; and (b) a statement of the actions the recipient will take to foster energy conservation and the use of renewable energy resources in the private sector, including the enactment and enforcement of local codes and ordinances to encourage or mandate

energy conservation or use of renewable energy resources, financial and other assistance to be provided (principally for the benefit of low- and moderate-income persons) to make energy conserving improvements to residential structures, and any other proposed energy conservation activities;

17. provision of assistance to private, for-profit entities, when the assistance is appropriate to carry-out an economic development project (that shall minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods) that: (a) creates or retains jobs for low- and moderate-income persons; (b) prevents or eliminates slums and blight; (c) meets urgent needs; (d) creates or retains businesses owned by community residents; (e) assists businesses that provide goods or services needed by, and affordable to, low- and moderate-income residents; or (f) provides technical assistance to promote any of the activities under subparagraphs (a) through (e);
18. the rehabilitation or development of housing assisted under Section 17 of the United States Housing Act of 1937;
19. provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities, which assistance shall not be considered a planning cost as defined in paragraph (12) or administrative costs as defined in paragraph (13);
20. housing services, such as housing counseling, in connection with tenant-based rental assistance and affordable housing projects assisted under title II of the Cranston-Gonzalez National Affordable Housing Act, energy auditing, preparation of work specifications, loan processing, inspections, tenant selection, management of tenant-based-rental assistance, and other services related to assisting owners, tenants, contractors, and other entities, participating or seeking to participate in housing activities assisted under title II of the Cranston-Gonzalez National Affordable Housing Act;
21. provisions of assistance by recipients under this title to institutions of higher education having a demonstrated capacity to carry out eligible activities under this subsection for carrying out such activities;
22. provision of assistance to public and private organizations, agencies, and other entities (including nonprofit and for-profit entities) to enable such entities to facilitate economic development by (a) providing credit (including providing direct loans and loan guarantees, establishing revolving loan funds, and facilitating peer lending programs) for the establishment, stabilization, and expansion of micro enterprises; (b) providing technical assistance, advice, and business support services (including assistance, advice and support relating to developing business plans, securing funding, conducting marketing, and otherwise engaging in

micro enterprise activities) to owners of micro enterprises and persons developing micro enterprises; and (c) providing general support (such as peer support programs and counseling) to owners of micro-enterprises and persons developing micro enterprises;

23. activities necessary to make essential repairs and to pay operating expenses necessary to maintain the habitability of housing units acquired through tax foreclosure proceedings in order to prevent abandonment and deterioration of such housing in primarily low- and moderate-income neighborhoods;
24. provision of direct assistance to facilitate and expand homeownership among persons of low- and moderate-income (except that such assistance shall not be considered a public service for purposes of paragraph (8)) by using such assistance to: (a) subsidize interest rates and mortgage principal amounts for low- and moderate-income homebuyers; (b) finance the acquisition by low- and moderate-income homebuyers of housing that is occupied by the homebuyers; (c) acquire guarantees for mortgage financing obtained by low- and moderate-income homebuyers from private lenders (except that amounts received under this title may not be used under this subparagraph to directly guarantee such mortgage financing and grantees under this title may not directly provide such guarantees); (d) provide up to 50 percent of any down payment required from low- or moderate-income homebuyer; or (e) pay reasonable closing costs (normally associated with the purchase of a home) incurred by low- or moderate-income homebuyers; and
25. lead-based paint hazard evaluation and reduction, as defined in section 1004 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, as implemented by regulations at 24 C.F.R. Part 35.

In accordance with federal regulations, no activity listed as eligible under section 105(a) of the Housing and Community Development Act of 1974 (as amended) will be specifically excluded from any component of the Massachusetts Community Block Grant Program.



MONTAGUE PLANNING & CONSERVATION

ONE AVENUE A • TURNERS FALLS, MA 01376 •
413-863-3200 EXT 112 — PLANNER@MONTAGUE-MA.GOV

To: Montague Selectboard

From: Walter Ramsey, Town Planner

Date: August 5, 2021

RE: CDBG FY21 Public Information Session: Streetscape Project

The Montague Planning Department supports an infrastructure project that will continue the Streetscape Enhancements on Avenue A. The project will advance design work that was funded by an earlier CDBG grant. The scope of Streetscape Work has been selected to fit with the anticipated budget and align with current and completed sections of the streetscape. Project A is the Department's priority and Project B would be included if the cost estimate fits within the grant budget.

A) Odd Side of Avenue A from 2nd St alleyway to First Street

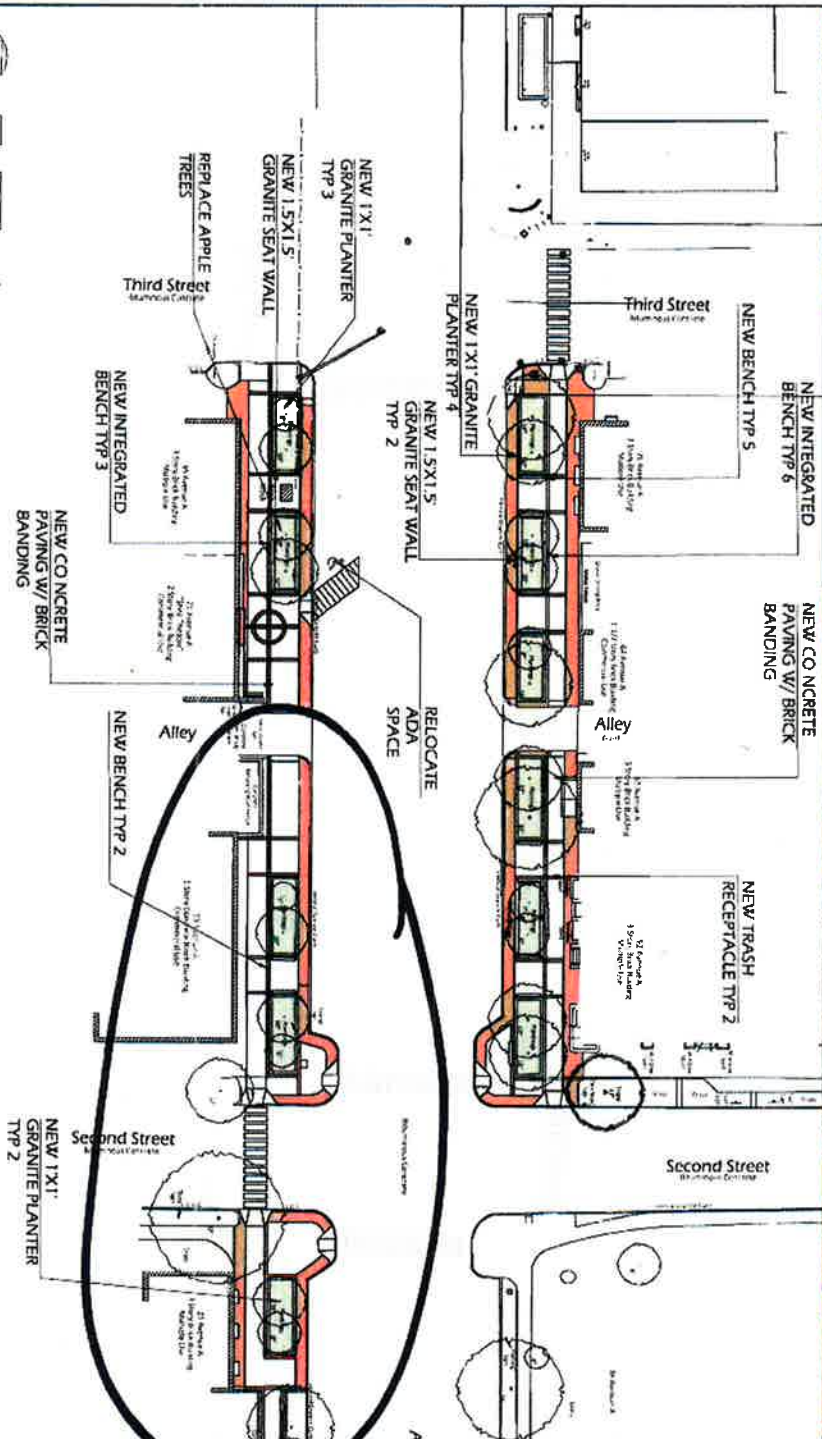
- New ADA compliant concrete streetscape with attractive brick inlay to match recent streetscape work.
- Replacement of planters with granite curbing to match planned planters in front of Shea/Colle Block
- Will integrate with the Shea/Colle Block work
- Will improve sections of sidewalk and planters that are in poor condition.

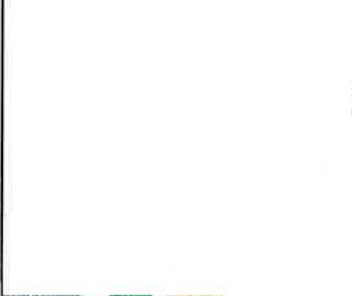
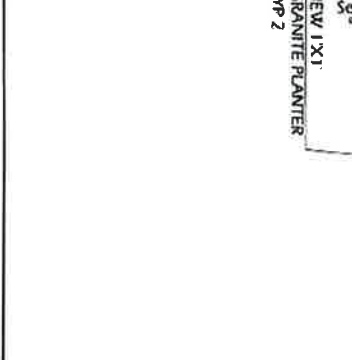
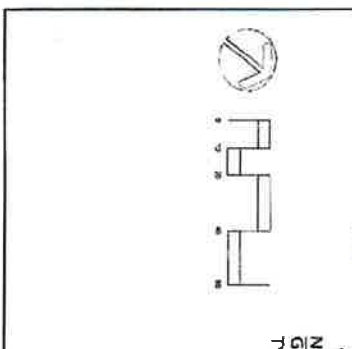
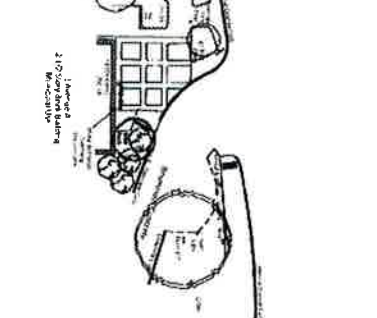
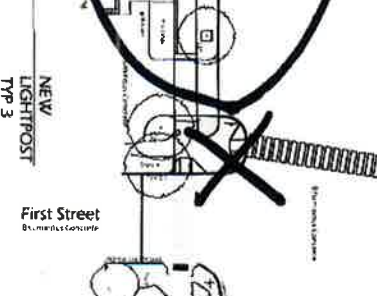
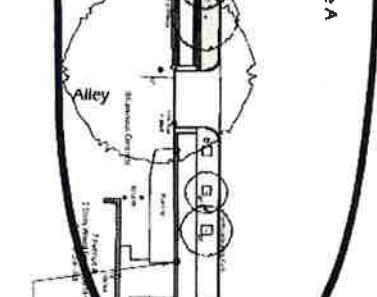
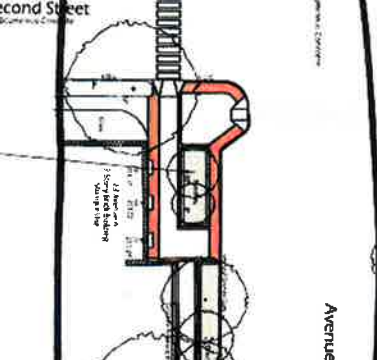
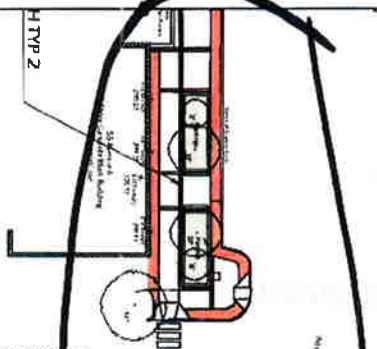
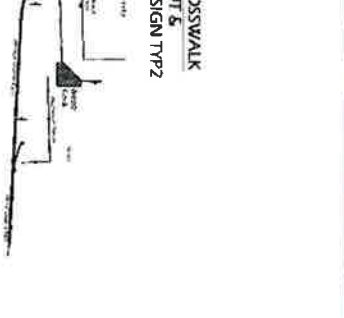
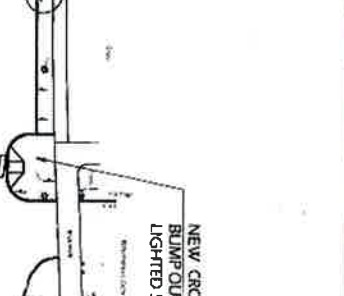
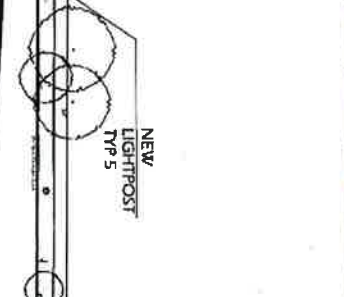
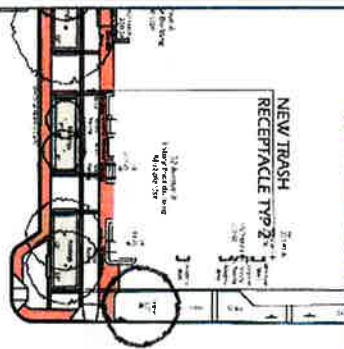
B) Lighting on Avenue A on both sides of the Avenue from 7th Street to the Food City plaza entrance.

- Will improve lighting around the Carnegie Library, War Memorial, Food City Plaza entrance and Bus Stop
- War Memorial will be adequately and respectfully lit.
- Downtown Streetscape lighting currently ends at 7th Street.
- Design has previously been supported by the Library, War Memorial Committee, and FRTA

Timeline:

If awarded, the project would be constructed Spring/Summer 2022. Construction would be concurrent with the Shea Theater/Colle Streetscape work. While it must be contracted separately from the Colle Block project, there would likely be some strategic efficiencies in bidding both projects simultaneously.





The Berkshire Design Group, Inc.
 Landscape Architecture
 1000 Main Street
 Suite 100
 Pittsfield, MA 01203
 Tel: 413/239-1000
 Fax: 413/239-1001
 www.berkshiredesign.com

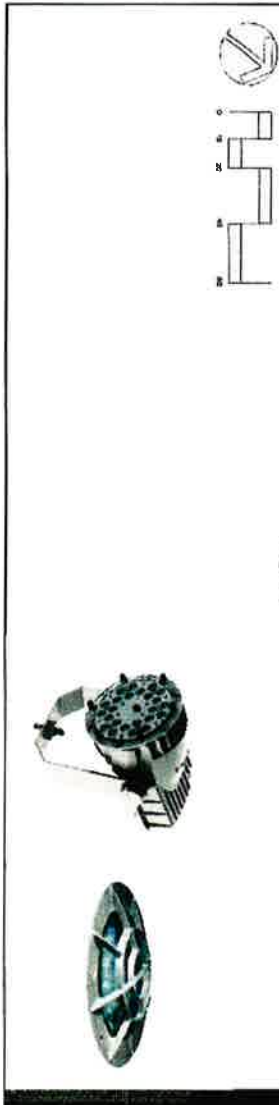
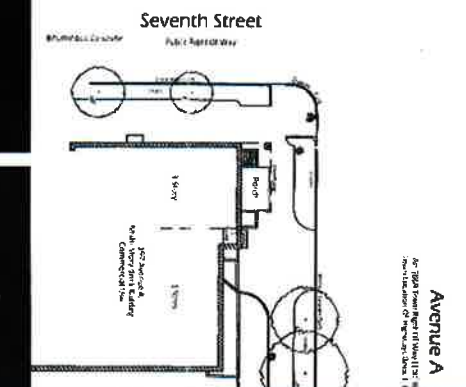
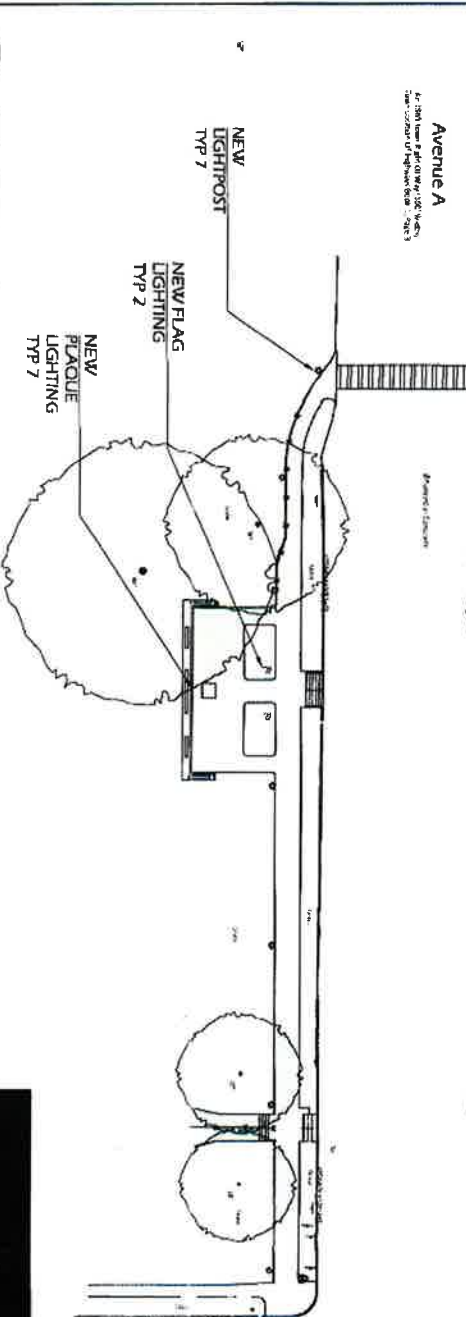
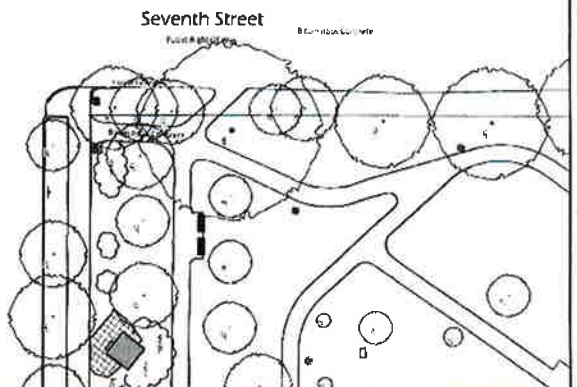
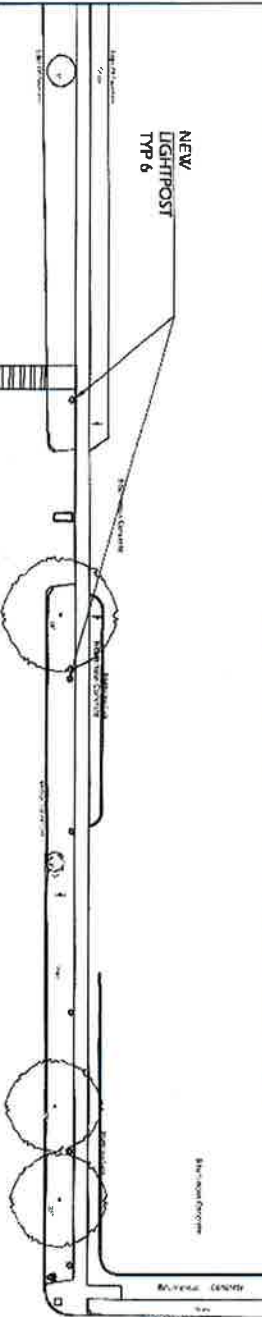
STREETSCAPE
 AVENUE A
 MONTAGUE MASSACHUSETTS



Site Plan
 Concept

NO.	DATE	DESCRIPTION
1	10/10/00	PRELIMINARY
2	10/10/00	FINAL
3	10/10/00	FINAL
4	10/10/00	FINAL
5	10/10/00	FINAL
6	10/10/00	FINAL
7	10/10/00	FINAL
8	10/10/00	FINAL
9	10/10/00	FINAL
10	10/10/00	FINAL

L3



The Berkshire Design Group, Inc.
 1400 Main Street, Suite 100
 Pittsfield, MA 01203
 Tel: 413-237-7000 • Fax: 413-237-7001
 Email: info@berkshiredesign.com
 Web: www.berkshiredesign.com

**STREETSCAPE
 AVENUE A
 MONTAGUE, MASSACHUSETTS**

1400 Main Street, Suite 100
 Pittsfield, MA 01203
 Tel: 413-237-7000 • Fax: 413-237-7001
 Email: info@berkshiredesign.com
 Web: www.berkshiredesign.com



**Site Plan
 Concept**

DATE	08/10/2011
PROJECT	AVENUE A
CLIENT	CDM
PROJECT	2010
L1	



11A

AUTHORIZATION TO DISBURSE No. 2
Invoice # 20169
TOWN OF MONTAGUE FY19 (6K)
MICROENTERPRISE LOAN PROGRAM
Contractor: Franklin County Community Development Corporation (5N)
324 Wells Street
Greenfield, MA 01301

Date: June 17, 2021

Original Contract Amount:	58,000.00
Addenda	-
Total Contract	58,000.00
Total Paid to Date:	54,600.00
Balance:	3,400.00
This Invoice:	400.00
Balance:	3,000.00

Work Items Complete:

See attached invoice dated: June 17, 2021

FY2019 CDBG
\$400.00

I have reviewed this invoice on June 22, 2021 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$400.00.

Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard

**FRANKLIN COUNTY
CDC** COMMUNITY
DEVELOPMENT
CORPORATION
WESTERN MA FOOD PROCESSING CENTER
Serving Western Massachusetts

Invoice

BILL TO
C/O Brian P. McHugh FCRHRA Town of Montague 241 Millers Falls Rd Turners Falls MA 01376

DATE	INVOICE #
06/17/2020	20169

		TERMS	
QUANTITY	DESCRIPTION		AMOUNT
	Administration fee (forgiveness is complete)		400.00
Please send a check to "FCCDC" to 324 Wells Street, Greenfield MA 01301 or pay online http://bit.ly/CDCBillPay		Total	\$400.00
		Payments/Credits	\$0.00
		Balance Due	\$400.00

Phone #	E-mail	Web Site
(413) 774-7204	billing@fccdc.org	www.fccdc.org

Payment is due upon receipt of invoice. Overdue invoices are subject to late charges of 1.5% monthly, 18% annually.

The FCCDC is an Equal Opportunity Provider



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AUTHORIZATION TO DISBURSE No. 5

**TOWN OF MONTAGUE FY19 (6C)
SPINNER PARK RESTORATION PROJECT
Contractor: Sciaba Construction Corporation
1801 Main Street
Walpole, MA 02081-1433**

Date: July 29, 2021

Original Contract Amount:	\$282,200.00
Addenda	24,942.26
Total Contract	307,142.26
Total Paid to Date:	192,662.15
Balance:	114,480.11
This Invoice:	62,937.50
Balance:	51,542.61

Work Items Complete:

See attached Application & Certification for Payment for period to: 07/21/21
(Invoice to 06.30.21 = \$36,636.75/ Invoice 07.01.21 – 07.21.21 =
\$26,300.75)

**FY2019 CDBG
\$62,937.50**

I have reviewed this invoice on July 29, 2021 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ 62,937.50.

Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE

Authorized signature
Chair, Selectboard

Authorized signature
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APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

Town of Montague
One Avenue A
Turner Falls, MA 01376
FROM CONTRACTOR:
Sciaba Construction Corporation
1801 Main street
Walpole, MA-02081

PROJECT:

Spinner Park Restoration
One Avenue A, Turner Falls, MA
FY19 CDBG
VIA ARCHITECT:
The Berkshire design grouping
4 Allen Place
Northampton, MA 01060

CONTRACT FOR: SPINNER PARK RESTORATION

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 ± 2)
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)
5. RETAINAGE:
 - a. % of Completed Work (Column D + E on G703)
 - b. % of Stored Material (Column F on G703)Total Retainage (Lines 5a + 5b or Total in Column J of G703)
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$	282,200.00
\$	24,942.26
\$	307,142.26
\$	241,367.26

\$	12,068.36
\$	229,298.90
\$	192,662.15
\$	36,636.73
\$	71,843.36

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$24,942.26	
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		\$24,942.26

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AIA DOCUMENT G702

APPLICATION NO:

PAGE 1 OF 4 PAGES

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

PERIOD TO:

06/30/21

PROJECT NO:

FY 19 CDBG

CONTRACT DATE:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which Previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Joseph Pacitto

State of Massachusetts

County of Norfolk

Date:

7/22/21

Subscribed and sworn to before me this 22nd day of July 2021
Notary Public: *Joe Pacitto*
My Commission expires: 7/10/2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5022

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

Town of Montague
One Avenue A

Turner Falls, MA 01376

FROM CONTRACTOR:

Seiaba Construction Corporation

1801 Main street

Walpole, MA-02081

PROJECT:

Spinner Park Restoration

One Avenue A, Turner Falls, MA

FY 19 CDBG

VIA ARCHITECT:

The Berkshire design grouping

4 Allen Place

Northampton, MA 01060

CONTRACT FOR: SPINNER PARK RESTORATION

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 282,200.00
2. Net change by Change Orders \$ 24,942.26
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 307,142.26
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 269,052.26

5. RETAINAGE:

- a. 5 % of Completed Work \$ 13,452.61
(Column D + E on G703)
- b. 0 % of Stored Material \$
(Column F on G703)

Total Retainage (Lines 5a + 5b or
Total in Column J of G703)

6. TOTAL EARNED LESS RETAINAGE \$ 13,452.61
(Line 4 Less Line 5 Total) \$ 255,599.65

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

- \$ 229,298.90
- \$ 26,300.75
- \$ 51,542.61

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved		
in previous months by Owner	\$24,942.26	
Total approved this Month		
TOTALS		
NET CHANGES by Change Order	\$24,942.26	

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AIA DOCUMENT G702

APPLICATION NO:

PAGE 1 OF 4 PAGES

6

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

PERIOD TO: 07/21/21

PROJECT NO: FY 19 CDBG

CONTRACT DATE:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

T. Speth

Date:

7/22/21

State of Massachusetts 22nd County of Norfolk

Subscribed and sworn to before me this day of July 2021

Notary Public: *Joe*

My Commission Expires: 7/10/2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5002

Town of Montague
Personnel Status Change Notice
New Hires

Employee # _____

Board Authorizing **Appointment**: Selectboard Meeting Date: 8/9/21

Authorized Signature: _____

Board Authorizing **Wages**: Selectboard Meeting Date: 8/9/21

Authorized Signature: _____

General Information:

Full name of employee: Connor Johnson Department: DPW

Title: Grounds Maintenance Effective date of hire: 8/23/21

New Hire:

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

Hours per Week: 40 Union: U.E.

Wages:

Union: U.E.

Wages: Grade C Step 1 Wage Rate: 19.26 (annual/ hourly)

Notes:

Copies to:

_____ Employee

_____ Treasurer

_____ Town Clerk

_____ Department

_____ Accountant

_____ Board of Selectmen

_____ Retirement Board

13

**ELECTION WARRANT
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
September 21, 2021**

Franklin, ss.

To either of the constables of the Town of Montague in the County of Franklin,
GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Montague qualified to vote in elections and Town affairs to meet in their respective polling places appointed and designated as follows:

Precinct No. 1, the Montague Center Precinct, the Montague Center Fire Station, 28 Old Sunderland Road, Montague Center; Precinct No. 2, the Millers Falls Precinct, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls; Precinct No. 3, the upper hill section of Turners Falls, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls; Precinct No. 4, the second level of Turners Falls, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls; Precinct No. 5, downtown section of Turners Falls, the Senior Center, 62 Fifth Street, Turners Falls; Precinct No. 6, the South End and Montague City Precinct, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls on **TUESDAY, THE TWENTY-FIRST DAY OF SEPTEMBER, 2021, from NOON TO 7:00 P.M.** to bring their votes on one ballot to the Election Officers for:

- One Selectboard Member, for two years

Hereof, fail not and make due return of this warrant with your doings thereon to the Town Clerk seven days before said election. Given under our hands this _____ Day of _____ in the Year of Our Lord Two Thousand Twenty-One.

Michael M. Nelson

Richard J. Kuklewicz

Christopher M. Boutwell

Franklin, ss Montague, MA, _____, 2021

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

Constable of Montague

**Amendment to Contract for the COA Roof Replacement Project
between the Town of Montague and LaRochelle Construction Inc.**

Change Order Number:	1
Date:	July 30, 2021
Contract date:	April 1, 2021
Contractor:	LaRochelle Construction, Inc.

PROPOSED ADJUSTMENTS:

Item/Description	Add	Deduct
1 Siding	\$500.00	
2 Trim	\$180.00	
3 Nails	\$60.00	
4 Paint	\$120.00	
5 Labor	\$4,391.07	
Total	\$5,251.07	\$0.00
Net Adjustment	\$5,251.07	

Original Contract Price	\$21,050.00
Adjustments from Previous Change Orders	\$0.00
Adjustments from This Change Order	\$5,251.07
REVISED CONTRACT PRICE	\$26,301.07

The Contract Time will remain unchanged. Signatures indicate agreement with the proposed adjustments:



for CONTRACTOR

7/30/2021

Date

for TOWN (Selectboard Chair)

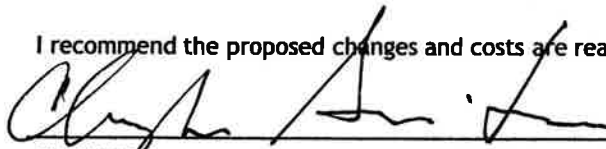
Date

TOWN Accountant

Date

I certify funds are available for this change order

I recommend the proposed changes and costs are reasonable:



ENGINEER/ ARCHITECT/ PROJECT MANAGER

08/02/2021

Date

Digital Economy Ecosystem Assessment Report:

Greenfield & Franklin County
Massachusetts

June 2021



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Acknowledgements

In close partnership with communities, the [Rural Innovation Initiative](#) and the [Center on Rural Innovation \(CORI\)](#) conduct assessments of digital economy ecosystems as part of a collaborative and iterative process to identify regional strengths and assets, challenges and opportunities, and actionable strategies for scalable growth and development.

Greenfield & Franklin County, MA, Core Team

MJ Adams

*Director of Community & Economic
Development, City of Greenfield, MA*

Brianna Dorehn

Director/Co-Founder, LaunchSpace

Max Fripp

*Independent Consultant to Greenfield
Community College*

Judy Raper

*Associate Dean of Community
Engagement, Greenfield Community
College*

Joan Poppalo

*Executive Director, ACTION Innovation
Network*

Rural Innovation Initiative/Center on Rural Innovation (CORI) Team

Rachel Barra

Community Manager

Chen Chen

Data Analyst

Matt Dunne

Founder & Executive Director

May Erouart

Community Manager

Nora Foote

Community Manager

Sydney Stearns

Rural Innovation Initiative Assistant

Mike Tavilla

*Regional Economic Development & Data
Specialist*

Leah Taylor

Manager, Rural Innovation Initiative

01) Introduction: The path toward scalable growth

What we know: Understanding your community

Franklin County boasts economic, workforce, and entrepreneurship assets that could catalyze and grow a dynamic Digital Economy Ecosystem, including high shares of Computer Science graduates in the region, entrepreneurial and coworking spaces across the county, and tech success stories in the recent HitPoint Studio acquisition by Penn Game Studios and Another Castle tech meetups. The county seat, Greenfield, has a number of foundational elements to build from, including an Opportunity Zone, the beginnings of an attractive live-work downtown, many culture and entertainment options, and Greenfield Community College as an anchor institution. It also has a number of challenges to address to build a thriving tech economy, including the dominance of slow growth industries such as healthcare in the area, community unawareness of local tech success stories to spark the ecosystem, and limited pathways and support to explore tech as an opportunity for local residents. Building a thriving Digital Economy Ecosystem (DEE) in Franklin County will require intentional leveraging of the assets present and mitigation of these key barriers so that residents can participate in and drive local startups and tech job creation.

County Summary

FIPS	25011
County	Franklin
State	Massachusetts
ACP Typology	Rural Middle America
Urban/Rural Type	Micropolitan Statistical Areas
Population	70,577
Pop. Density	100.9 per sq mile
Employment	36,728

Core strengths and assets:

- Reliable broadband internet availability in Greenfield & Orange
- Emerging entrepreneurial spaces and programs (LaunchSpace, GCC Ideation Center, Rural Innovation Center).
- Early signs of a tech culture via the recent HitPoint Studios acquisition by Penn Game Studios, and the presence of Another Castle coworking space that caters to game designers and hosts meetups.
- Franklin County is in the 95th percentile for all micro counties across the United States for Computer Science graduates, boasting ~631 graduates per year from Umass Amherst, Amherst College, Smith College, Mt Holyoke College, College of our Lady of the Elms and more.
- Growing creative economic focus (9.2% of the total economy, 57% above the national average) to leverage and connect to the tech economy.

- Pioneer Valley Plan for Progress includes technology sector development as an area of focus, providing a case for focused effort in this area.

Core challenges:

- Three top industries (healthcare and social assistance, manufacturing, and retail trade) are not high growth industries in the US economy and there aren't currently dynamic shifts towards tech-related sectors. However, they are all tech enabled with tech workers present that could spin off more tech startups with the right ecosystem support.
- Overall availability and usage of broadband across the county lags that of the US and most adjacent counties.
 - The US average for broadband availability is 92%, whereas Franklin County's is only 80%.
 - The US average for broadband usage is 50%, whereas Franklin County's is only 45%.
 - "Usage" is sourced from Microsoft Corp. "Availability" is sourced from the Federal Communications Commission (FCC).
- Franklin County's population is historically flat to declining, with an overall aging population.
 - Since 2000, Franklin County's population growth has remained constant around 1.0% (County Population Characteristics, US Census Bureau).
 - The median age in Franklin County is more than 15 years higher than in comparable rural American Counties (American Community Survey, US Census Bureau).
- Broadly speaking, the community is not aware of the current opportunity with the tech economy and is not taking advantage of GCC's current Computer Science and Workforce Development Computer programs.
- For those who may have some awareness and interest, there is no clear local pathway or support to explore tech as a career or incubate startups.
- Franklin County's share of computer and math occupations overall is only 1.7% of local employment, less than half of Rural America's overall share of these occupations at 5% (American Community Survey 2019 5 year estimates, US Census Bureau).

Where we can go: Growing your digital ecosystem

Franklin County has a number of opportunities to leverage your assets and mitigate challenges to produce more homegrown startups and local tech job opportunities.

The following are some potential starting points to grow your Digital Economy Ecosystem:

- Better understand local employer demand and build clear tech pathways that include K-12, Greenfield Community College CS programs and local employment

- opportunities.
- Leverage your strong traditional entrepreneurship programs and spaces to create tech startup specific programming that are welcoming of the diverse aspects of your community.
- Bridge your creative economy development activities to the digital economy by including a tech focus, building awareness and opportunity for innovation with local creators.
- Jumpstart the ecosystem by pulling in CS talent and startups from the wider region through creating a program similar to Cape Girardeau's First 50K.
- Start from the ground-up with inclusive tech culture building programs that will increase awareness of tech as an option through the creation of accessible onramps into tech careers and/or scalable tech entrepreneurship for all residents.

This report will:

- Outline the approach and key activities of the assessment process
- Provide an overview of community context and economic baseline and foundations
- Present key insights and data indicators organized by CORI's Direct Drivers
- Summarize conclusions and next steps

Perspectives from the community:

- "My experience is that people [tech startups] look into Amherst, North Hampton, and Springfield, and ... Holyoke. That's just where the focus gets drawn. The focus doesn't get drawn further north, yet I think that is evolving, particularly as downtown Greenfield becomes more vibrant. I think there are more artists that are there that are starting to pick up. You know they're opening stores, they're just locating themselves because their rent is cheap." — Heather Bell, Innovation Accelerator
- "The biggest hurdle is ... We need to identify a tangible demand in the area and then we can form a ... backwards problem solving strategy. We can develop programs to meet those demands ... In the past ... we anticipated demand and developed a program that has nobody in it ... In a workforce and also in the academic sphere ... we need to make sure that we have a demand that we understand" —Chet Jordan, Dean of Social Sciences, Professional Studies & Workforce Development at Greenfield Community College
- "Many of our buildings have served us well for over a century, and we now see an opportunity to create and implement a major long-range capital improvement plan and build new buildings ... that embrace the principles of sustainability ... we see the need for a larger Town Hall that houses all Town staff and fosters communication and collaboration; a library that is sized to serve Greenfield and the surrounding community; and a senior center that is healthy and located near the town center" — Sustainable Greenfield Master Plan, page 18

02) Assessing Greenfield & Franklin County's current position and potential

Community Assessment Activities

Community Self-Assessment	Digital Economy Ecosystem Report (DEER)	Review of Current Economic Strategies/Reports	Community Interviews
<ul style="list-style-type: none"> Benchmarking digital economy ecosystem survey Self-assessment and scoring for each aspect of DEE model, including identification of assets, gaps, and opportunities 	<ul style="list-style-type: none"> Analysis of digital economy data indicators related to digital employment and entrepreneurship 		<ul style="list-style-type: none"> interviews with community stakeholders about challenges and opportunities for local tech entrepreneurs and the digital workforce

The Digital Economy Ecosystem (DEE) Model

A cornerstone of the community assessment process is understanding a region's current state and position and its growth potential through the lens of the CORI Digital Economy Ecosystem Model. The Model is grounded in the underlying principle that healthy digital ecosystems offer promising and accelerated paths to broad based economic growth, the creation of high quality and durable jobs, higher productivity, and local wealth creation.



The Model includes the following components:

- Foundational Elements:** The key structural elements of the built environment within a community, such as housing, community density, cultural and social amenities, an

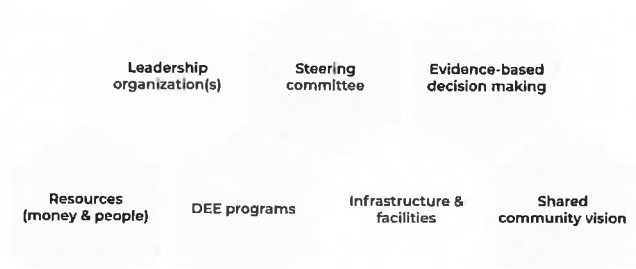
attractive “live-work” downtown, etc. that enable a digital economy ecosystem to thrive. While the configurations of these elements are unique and will vary by community, gaps or weaknesses should be thoughtfully considered and addressed to set these base conditions that can foster diverse and thriving digital ecosystems.

- **Necessary Infrastructure:** Including broadband, coworking and entrepreneurship spaces, and local leadership capacity and other imperatives for communities that will support workers, small and start-up businesses, and residents. Gaps or weaknesses in the infrastructure assets communities will stunt local wealth creation and quality digital employment.
- **Direct Drivers:** Key enablers for communities to successfully compete in the digital economy that build local capacity and provide access to digital jobs, capital, and workforce development and support.

Pillars of a Digital Economy Ecosystem Building Journey

CORI organizes the key components and process steps of ecosystem building into 7 pillars and benchmarks to track progress through the phases of technical assistance from community assessment, strategy development and execution, and beyond.

Pillars of a Digital Economy Ecosystem Building Journey



These 7 pillars are:

1. **Leadership Organizations.** The relevant conveners and connectors in the community to define and clarify roles, drive the workstreams related to the journey, and devise the execution path for the digital economy ecosystem strategy.
2. **Steering Committee.** Identified by members of the leadership organizations, a committee or advisory group of cross-sector partners and stakeholders to collaborate through the participation planning process.
3. **Evidence-based Decision Making.** The process for collecting and analyzing data to understand the current state of the community, identify priorities and areas of focus, guide decision-making, and inform program development and resource allocation.
4. **Resources.** The essential human and financial resources required to ensure that strategies and plans progress towards execution and on-the-ground impact.

5. **Digital Economy Ecosystem (DEE) Programs.** The tailored set of programs and initiatives designed to address community gaps and needs and achieve strategic goals.
6. **Infrastructure & Facilities.** As gaps and opportunities are identified, the planning and execution on the creation of the physical spaces and other aspects of the built environment that will support the digital economy-ecosystem and innovation hub.
7. **Shared community vision.** The articulation of the shared priorities and goals for the digital economy ecosystem and coordinating and expressing the community's commitment towards building a tech economy and an inclusive tech culture.

03) Greenfield & Franklin County in context

Community overview

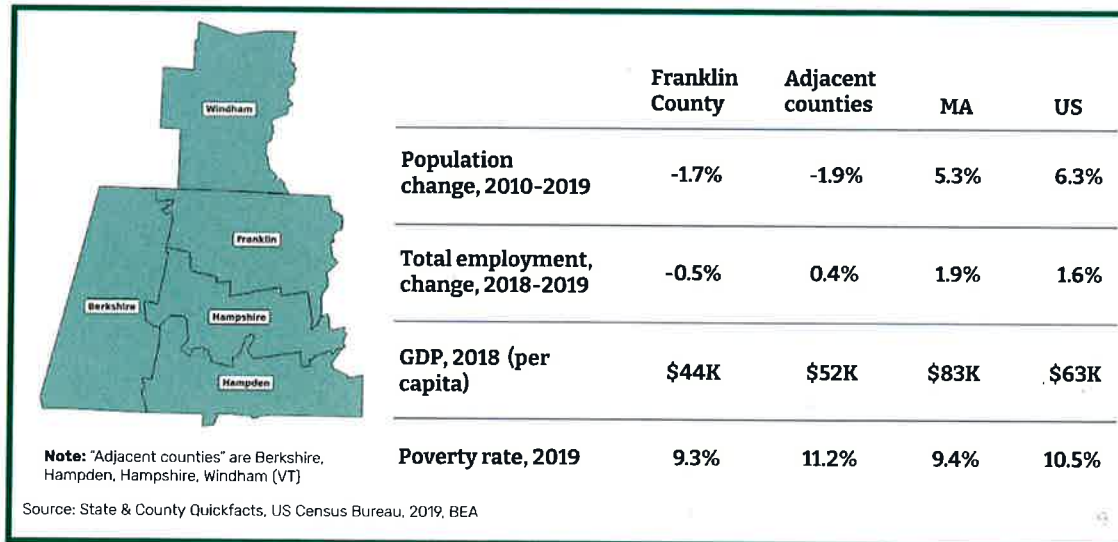
The focus of this Digital Economy Ecosystem (DEE) assessment is on Franklin County, Massachusetts with an emphasis on Greenfield's ecosystem as the county seat and natural hub for the area. Broader regional assets within the Pioneer Valley are also included in our assessment findings that could be leveraged to provide expertise and services to Franklin County.

Benchmarking against peer communities across the US

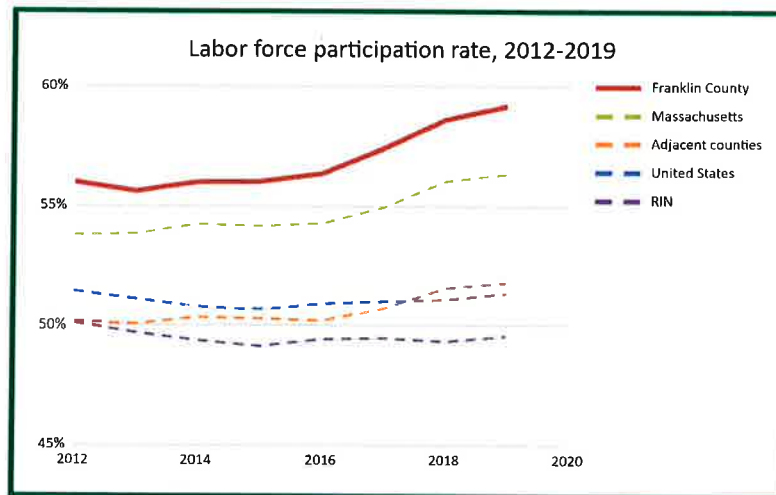
Given the unique economic and social character, scale, and geographic variability of rural places and communities, it is important to assess strengths, challenges, and overall digital economy readiness against peer communities. These are communities of similar composition, located in non-metro and rural areas, and generally share aspirations and goals to build-out their digital economy ecosystems. To draw out the most appropriate and useful insights, we conduct our qualitative and quantitative analyses and compare against CORI's twenty-one Rural Innovation Network (RIN) communities. These are communities that have journeyed through the Rural Innovation Initiative (RII) assessment, strategy, and technical assistance paths and have demonstrated a commitment to catalyze and grow their digital economy ecosystems.

Economic baseline/foundations

This section outlines our topline takeaways regarding Franklin County's economic foundations for building a Digital Economy Ecosystem from your comprehensive Digital Economy Ecosystem Data Report, available [here](#).



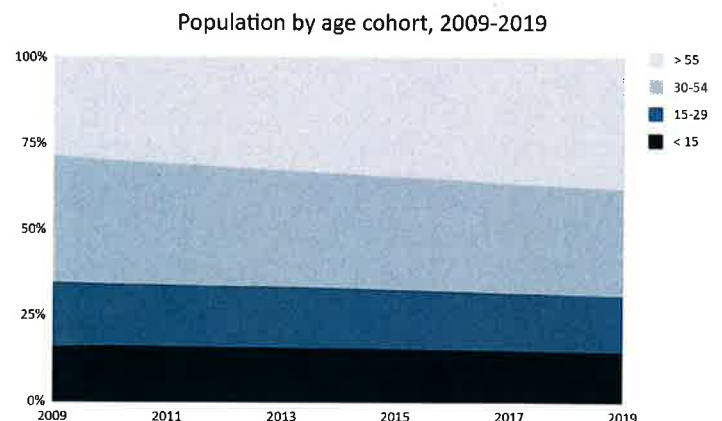
The Franklin County economy demonstrates some favorable foundational and structural conditions to continue to grow as a digital economy:



- Workforce participation and engagement is exceptionally high at nearly 60% compared to other geographies, including adjacent counties, other US rural communities, and the US.
- Franklin's workforce productivity is nearly \$80K/worker. Comparable rural communities' productivity is \$77K/worker. Worker productivity is an indicator of the presence of high quality, durable, wealth creating jobs.
- Jobs have rebounded from the 2008 crisis, although recent numbers show declines, and population has been historically flat to declining.
- Relatively low costs of home ownership and rent are a competitive advantage in attracting younger, tech-oriented workers (American Community Survey 2019 5 year estimates, US Census Bureau).

Other baseline challenges do exist in age and income demographics and trends, including:

- Median age is higher than all comparable geographies and 55+ age cohorts have grown in the last decade:
 - Older age cohorts have only increased since 2009, increasing from 28% to 38% of the total population.
 - Less than one-third of the population (~31%) is of prime working and earning age (30-54) (American Community Survey 2019 5 year estimates, US Census Bureau).



- Since 2000, Franklin County's population trajectory has been flat to declining. Franklin County trails in population growth when benchmarked against similar rural counties who have pursued digital ecosystem strategies (County Population Characteristics, US Census Bureau). Developing a thriving tech economy could

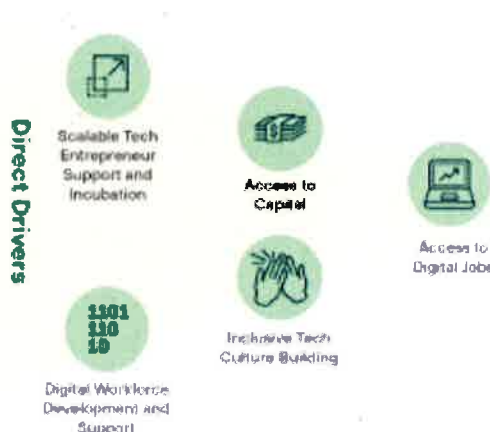
attract and retain younger tech workers, particularly from the CS grad pool in the region to help reverse this trend.

- Households with income in excess of \$100K+ that are potential individual and angel investors lag adjacent counties, MA, and the US (*Source: American Community Survey, US Census Bureau, 2019*). One way to address this gap is to tap into regional angel investment groups for Franklin County startups while developing local connections to foster a local network.

04) Focus on the five Direct Drivers

Based on CORI's experience working with rural communities across the US, in addition to the foundational and infrastructure elements, our model features five direct drivers that are at the core of building sustainable and thriving digital economy ecosystems to drive long term job growth, wealth, and prosperity.

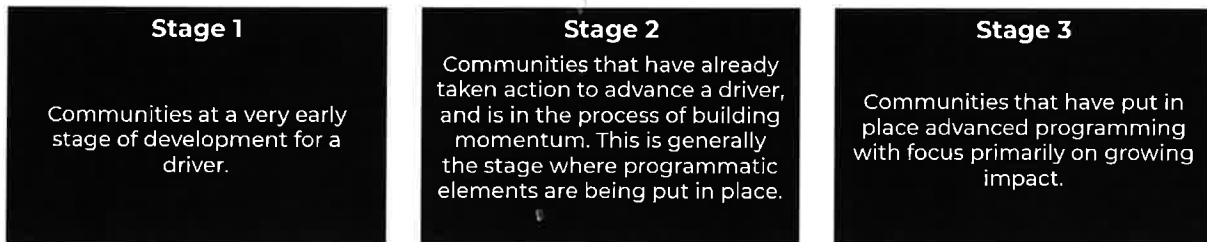
The keys to local wealth creation and increasing high paying, high-quality, and "durable" tech jobs through the digital economy are the following five drivers:



- **Scalable Tech Entrepreneur Support and Incubation:** Fostering a dynamic and innovative environment and community for start-up founders and aspiring entrepreneurs to connect and collaborate with local peers, established leaders from the business community, and access to labs, project shops, and other work spaces.
- **Digital Workforce Development and Support:** Providing learning and development opportunities from local students and workers from across the career spectrum. This driver focuses on establishing and maintaining both traditional and non-traditional learning paths to provide the local digital economy with skilled and talented labor pools.
- **Access to Capital:** Creating an environment where burgeoning entrepreneurs and start-ups have exposure and access to seed, angel, or more traditional funding mechanisms. This driver focuses on the funding necessary to ramp up operations, hire, and scale.
- **Inclusive Tech Culture Building:** Building a strong, inclusive tech culture and community through programming that encourages people from diverse backgrounds to participate in the digital economy. This driver focuses on ensuring that communities are strengthened through broad based involvement across racial, gender, socio-demographic, and other groups.
- **Access to Digital Jobs:** Giving workers the necessary skills and technology tools to expand career opportunities from both a sector and geographic perspective. This driver allows access to higher-paying, tech-focused opportunities, be they to support local companies and ecosystems as well companies that may be located elsewhere.

The three stages of development for direct drivers

To assess digital economy readiness and potential, the current state of and the environment for each driver is examined. There are different categories or stages of driver maturity and representative programs for each of these 3 stages of development. The programs outlined are potential options that your community can consider to progress from one stage to another. Communities can vary across the spectrum of stages for each unique driver.



For each Direct Driver, your core team provided an initial score based on your self-assessment. Based upon our completed analysis, we have provided you with an updated score and rationale below per driver.

Overall, Franklin County is a strong stage one community, with a number of core assets and partners present that can be leveraged to build a Digital Economy Ecosystem.

1) Scalable Tech Entrepreneurship Support and Incubation

• Driver stage scoring

- Community's self-assessment score: 1
- CORI's score: 1
 - Note: All programs highlighted in yellow in the image below were confirmed as present in your community to demonstrate our rationale for your community's score.



Scalable Tech Entrepreneur Support and Incubation

19

Stage 1	Stage 2	Stage 3
<ul style="list-style-type: none"> Traditional Main Street eship programming Culture of Main Street eship 	<ul style="list-style-type: none"> Building culture of scalable tech eship Scalable eship integrated into the ecosystem 	<ul style="list-style-type: none"> Driving the volume and growth of scalable tech startups
<ul style="list-style-type: none"> <input type="checkbox"/> Programming and organization supports in place for Main Street entrepreneurship (small business) <ul style="list-style-type: none"> <input type="checkbox"/> Main Street <input type="checkbox"/> Buy Local Program <input type="checkbox"/> Chamber focused on E-ship <input type="checkbox"/> SBDC <input type="checkbox"/> Startup programming/pitch competition for Main Street businesses 	<ul style="list-style-type: none"> <input type="checkbox"/> Events focused on scalable eship <ul style="list-style-type: none"> <input type="checkbox"/> Pitch events <ul style="list-style-type: none"> <input type="checkbox"/> Entrepreneurship meetups <input type="checkbox"/> Ideation workshops <input type="checkbox"/> Programming on scalable entrepreneurship <input type="checkbox"/> Designated organization (with resources) focused on scalable entrepreneurship activities <input type="checkbox"/> Scalable entrepreneurship included in local econ dev strategy 	<ul style="list-style-type: none"> <input type="checkbox"/> Scalable tech startup incubator and/or accelerator program that is successfully preparing companies for investment and scale <input type="checkbox"/> Mentor network that includes local entrepreneurs that have built scalable tech companies <input type="checkbox"/> Outreach program for recruiting entrepreneurs <input type="checkbox"/> Supports to connect startups to new markets, customers, and resources



Key findings and learnings

• *Gaps & Challenges to Address*

- Franklin County has numerous stage one entrepreneurship programs that indicate strengths in traditional main street entrepreneurship programming as well as a community pitch event, Take the Floor. However, these programs are not currently focused on supporting tech innovation at all stages of a startup journey, from ideation to acceleration and beyond.
- No structured mechanism for tracking active or potential tech entrepreneurs in the community.
- Low access to services / wraparound supports focused on tech entrepreneurs including:
 - Access to angel investors
 - Access to venture capital or seed funding
 - Access to workers with digital skills

- Access to workers with sales, finance, or operational skills
 - Access to legal services - Business formation
 - Access to legal services - Patents & IP
 - Access to legal services - Equity structures
 - Access to startup training (e.g., lean startup training)
 - Access to broadband (Strong broadband Internet in Greenfield, limited in last mile communities)
- Tech-focused startup programs or focused scalable startups, such as TechSpring and Valley Venture Mentors, are located elsewhere in the Pioneer Valley, primarily concentrated in Springfield. Startups that begin in Franklin County are at risk of being pulled to Springfield or more urban centers for support and investment.
- Startups with success in the region are able to leverage their strong social capital and informal networks to build their companies. This presents a significant gap in awareness and opportunity for diverse residents of the county who do not have access to these informal networks to support them in pursuing an idea and founding a startup.
- *Potential Solutions to Explore*
 - Position a central downtown location (e.g. Rural Innovation Center) as the designated organization focused on scalable tech to create a one-stop shop
 - Leverage your county & Pioneer Valley partners and coworking locations to build a clear, accessible journey for Franklin County residents to follow, starting with:
 - Tech ideation workshops targeting diverse target audiences (e.g. artists, recovery community, seniors etc.).
 - Startup weekends and/or incubator programs tied to pitch events.
 - Explore how the Innovation Accelerator could potentially expand to support local startups.
 - Explore how Valley Venture Mentors mentor networks and accelerator program design could be customized to spark innovation in Franklin:
 - 150-200 mentors available to support startups
 - Has mandate to expand reach to Franklin County
 - Before launching a full incubator or accelerator program, dedicate staff resources to promising startups to provide custom wraparound support and serve as connectors to the ecosystem (e.g. mentors, legal services, accounting, space).
 - Leverage strong small business culture already present and funnel towards tech ideation and “dreaming big.”
 - Include digital device access as part of all tech programs to reduce barriers to participation.

- *Assets & Partners to Engage*
 - GCC Ideation Center
 - Rural Innovation Center
 - Innovation Accelerator
 - Coworking spaces and makerspaces: The Hive, Another Castle, Greenspace CoWork, LaunchSpace, Bridge of Flowers Business Center
 - Valley Venture Mentors (pending capacity)
 - GCC Business Administration Program & Entrepreneurship Certificates
 - Leverage small business focused programs (e.g. Chamber, SCORE, SBDC, Venture Center).
 - SCORE's mentorship program to match entrepreneurs with mentors
 - Startups to leverage for potential mentors, resources: HitPoint Studios, Copper Hill Technologies, PVGD, Vermont Digital Arts, Giant Light Studios, Wood Penny.
 - Success story of HitPoint Studios acquisition by Penn Game Studio to show what is possible.
 - Take the Floor Pitch Event could be adapted for tech-focused pitches.
 - Directly engage the strong small business community present in the region to explore tech ideas and explore scalable solutions to some of their own business pain points. This will leverage the county's high shares of:
 - Franklin workers (28%) employed by small, owner operator businesses. Adjacent counties stand at ~20% (US Bureau of Economic Analysis).
 - Employment in firms of 50 or fewer employees (42% vs 29% in MA), evidencing a healthy network of small businesses and entrepreneurs.
 - Activity in web-based businesses, with 2.5 highly active web ventures per capita vs 1.2 per capita for adjacent counties (GoDaddy, 2020). This indicates connections to non-local markets via tech enabled businesses that may have potential to innovate and scale.
- Perspectives from the community
 - "The Valley is now sorely lacking in tools to help people build scalable companies ... they're doing a great job helping traditional main street businesses, but no one's really helping folks ideate, no one's building the community of mentors to bring them all together." — Paul Silva, Co-Founder & Instructor at Innovation Accelerator
 - "We had plenty of people that realized they could become entrepreneurs leading scalable businesses ... and they cranked out ... close to 50 startups, a year ... Mostly it's about educating people that ... there's low code, no code solutions ... I think there's a lot of people in greater Greenfield that could learn skills, and then realize that they could make things happen, because it's never

been easier to code." — Paul Silva, Co-Founder & Instructor at Innovation Accelerator

- "[We should] enhance the system of business support services provided to the Pioneer Valley's critically important small and mid-sized enterprises and develop new and more flexible sources of growth capital. As part of this effort, enhance supply chain and vendor opportunities for existing Pioneer Valley businesses, with special attention to connections with new major employers in the region." — Pioneer Valley Plan for Progress, page 13
- "I think the important thing that we're trying to accomplish with [Valley Venture Mentors], more so than ever, is make sure that people up and down the Pioneer Valley know that ... we've survived the pandemic, ... we really want to make sure people understand that we're all about entrepreneurship in general. Now, to the extent that we're able... to work with high growth startups or tech enabled, or tech startups ... so for us it's, it's about entrepreneurship, it's about really redefining Western Mass, as a place that entrepreneurs can succeed. And they've got the support both in mentoring and financially to do just that." — Chris Bignell, Valley Venture Mentors
- "The major colleges that [produce tech] graduates ... are within 40 miles of Greenfield, and much of the county, but ... people look ...into Amherst, Northampton and Springfield, [and] Holyoke ... The focus doesn't get drawn further north, yet I think that is evolving, particularly as downtown Greenville becomes more vibrant. I think there are more artists that are there that are starting to pick up. You know they're opening stores, They're just locating themselves, their rent was cheap ... My guess is that [Greenfield is] a little behind the curve there." — Kate Minton, Co-Founder & Director of Operations at Innovation Accelerator
- "We're going to [create] a business administration general program that combines ... the best ... courses of the ... disparate degree programs like computer information systems, accounting, marketing, management, these were all separate programs and currently still are and, but [in Fall 2022] it'll be together in one program" — Chet Jordan, Dean of Social Sciences, Professional Studies & Workforce Development at Greenfield Community College
- "Technology companies are linked with the area's universities and colleges in a number of ventures, including a precision matching initiative and the development of clean energy resources, to increase the pace of innovation and technology commercialization and to build a growth oriented economy in the Pioneer Valley region and throughout Western Massachusetts." — Pioneer Valley Plan for Progress, page 21
- "I made so many mistakes. At the beginning I didn't really have any training or anything like that or anybody ... I just happened to meet [someone] from San Francisco who was running a software company... [and] he gave me a bunch of tips and ... mentored me." — Paul Hake, Director of Penn Game Studios

2) Digital Workforce Development and Support

- Driver stage scoring
 - Community's self-assessment score: 1
 - CORI's score: 1
 - Note: All programs highlighted in yellow in the image below were confirmed as present in your community.

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Digital Workforce Development and Support

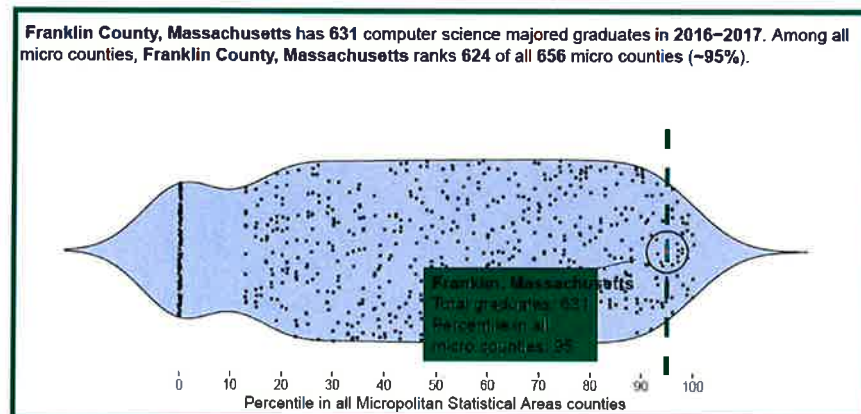
28

Stage 1	Stage 2	Stage 3
<ul style="list-style-type: none"> • Traditional workforce development & education programs • No integrated strategy tied to the ecosystem 	<ul style="list-style-type: none"> • Broader set of digital skilling offerings and emerging strategy to integrate programs with DEE 	<ul style="list-style-type: none"> • Tight integration of digital skilling efforts with employers and the broader DEE
<ul style="list-style-type: none"> ☐ Connection to post-secondary partner (university, community college, Udacity, etc.) offering CS degrees/credentials ☐ K-12 STEM and computer science programming in the public school curriculum ☐ One-off or project-based tech programming (e.g., tech summer camp, makerspace programming) 	<ul style="list-style-type: none"> ☐ Cohort-based digital skilling program built on Massive Open Online Course (MOOC)s/online bootcamps with mentorship from local tech professionals and wrap around supports <ul style="list-style-type: none"> ☐ E.g. Udacity/Flatiron ☐ Hackathon ☐ Local developer mentorship program ☐ Digital skilling roundtable that includes K12/post-secondary 	<ul style="list-style-type: none"> ☐ Alternative digital skilling programs (intro->advanced) are led by local tech professionals and have structured engagement with local tech employers ☐ Educational programs linked into pipeline from high school > post-secondary/alternative digital skilling > job ☐ Structured program for documenting/tracking local tech skill demand ☐ Internship programs for tech

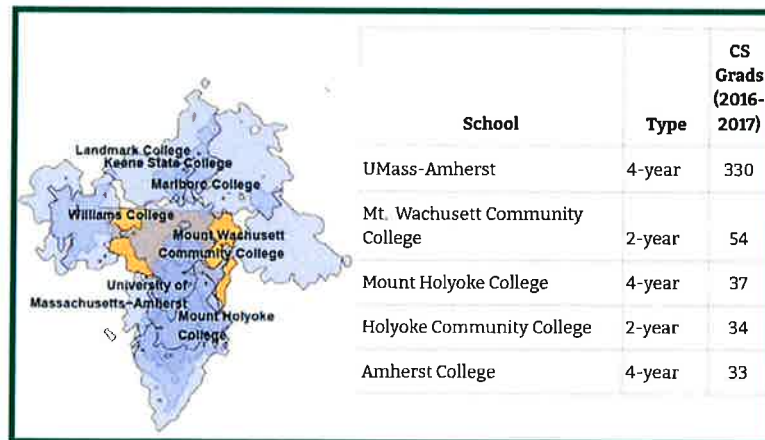
Key findings and learnings

- *Gaps & Challenges to Address*
 - Uneven opportunity for K-12 pipeline. Franklin County has a very strong private school presence with impressive CS programming and a strong Technical School. It is unclear, however, what standard curriculum opportunities exist for other local students.
 - Low demand & awareness of tech careers as an opportunity (e.g. GCC Computer Science programs / Workforce Development). Chet Jordan, Dean of Social Sciences, Professional Studies & Workforce Development at GCC, discussed in our interview that the CS programs and computer workforce development programs are underutilized by local students who tend to choose health care or manufacturing related programs, as that is what is visible to them in the community. This is in spite of the reality that opportunities exist in the region, as evidenced by the 164 tech jobs found via an Indeed Job search within 50 miles of Franklin County.

- No known coding bootcamps or other digital skilling programs are present in the county that could be alternatives to the traditional post-secondary track.
- Access to funds to support workforce development programs for non-traditional students is a challenge. Chet Jordan noted that Workforce Development programs are not eligible for the same types of tuition support that two or four year degree programs can provide.
- *Potential Solutions to Explore*
 - Build a digital skilling roundtable that includes K-12 schools (public and private), GCC, anchor employers and coworking spaces.
 - Uncover and increase awareness of current tech job demand to inform GCC's curriculum decisions and implementation of appropriate digital skilling efforts (e.g. coding camps).
 - Increase equitable access to project-based, summer / evening programming (e.g. tech summer camps, STEM RAYs).
 - Implement inclusive tech culture building activities to bring awareness of tech opportunities and accessible skill development pathways for youth and adults.
 - Provide a local presence of a national digital skilling partner that provides tuition assistance (e.g. Flatiron) that includes peer support and other wrap around services such as follow-on job search support.
- *Assets & Partners to Engage*
 - The pipeline of computer science graduates is well above the micro county median, at the 95th percentile for all micro counties in the country. A strong pipeline of computer science talent can both generate potential tech company founders and to entice tech firms to relocate and/or employ in the county (US Department of Education).



- There are multiple education and training institutions for computer and technical fields within driving proximity (30-60 minutes) to Franklin, where the top five local institutions produced nearly 500 CS graduates in the 2016-2017 academic year (US Department of Education).



- **To increase the K-12 pipeline,**
 - Build partnerships with K-12 STEM and computer science programming in the public school curriculum.
 - Franklin County Technical School has Programming and Web Development Program courses. Students and teachers could be leveraged to staff summer programs for elementary age summer programs.
 - Increase one-off or project-based tech programming (e.g., tech summer camp, makerspace programming):
 - Franklin County Gifted Program provides online STEM resources that could be leveraged for summer programs accessible to all youth.
 - STEM RAYS is a summer STEM Program for 4th to 8th graders that was funded by the NSF in 2007, and is listed as a partner of GCC. It is unclear if this program still exists.
 - Explore how Deerfield computer science faculty and students could volunteer to improve access to digital skilling experiences for other Franklin County youth through summer and after school programs.
 - Deerfield Academy, a private secondary institution, has a robust Science and Computer Science program and a reputation as a “workplace that lives united by giving, volunteering and advocating in support of the well-being of Franklin residents.” Deerfield computer science faculty and students could volunteer to improve access to

- digital skilling experience for other Franklin County youth.
- Build momentum and awareness through participating in Pioneer Valley Hackathons:
 - GCC Computer Science, Franklin County Technical School students or future summer STEM Camp secondary students could form a team to participate in the HackUMass Hackathon and share about their experiences with other youth.
- Leverage tech culture building events with current Franklin County tech workers to volunteer as speakers at secondary school career events, summer program facilitators, etc., to increase pipeline.
- **For adults:**
 - Engage the Tech Foundry to focus programming or learn from their best practices to apply in Franklin County. Tech Foundry's mission is "to support the region's growing need for a qualified technology workforce and evaluate the under-represented groups into sustainable careers in IT."
 - Build partnerships with local major employers to understand demand for tech careers and then establish partnerships with proven alternative programs, such as coding camps, that include internships or other workforce opportunities with local employers or early stage tech startups that need tech workers.
 - Engage local tech workers to create a developer mentor program that pairs adult students with established tech workers. These relationships can encourage program completion and open doors to more local and remote job opportunities upon completion of the program.
 - In the future, Greenfield & Franklin County could partner with the Rural Innovation Network to offer Massive Open Online Courses via Udacity, Flat Iron, Generation and others, combined with local wraparound support for participants at the Orange Innovation Center, Another Castle, Greenspace CoWork Greenfield's Rural Innovation Center.

Perspectives from the community

- "Pursue a broad array of policy reforms and aggressive program initiatives and interventions that work together to identify and implement actions that both retain and expand the Pioneer Valley's supply of educated, skilled workers by a target of +6% or the equivalent of 25,000 workers, while also striving to mitigate adverse impacts to the region's higher education, manufacturing, health care and technology clusters. Critical to this effort is the improvement of educational outcomes and graduation rates in the region's public school systems, particularly in the urban core's distressed cities." — Pioneer Valley Plan for Progress, page 19

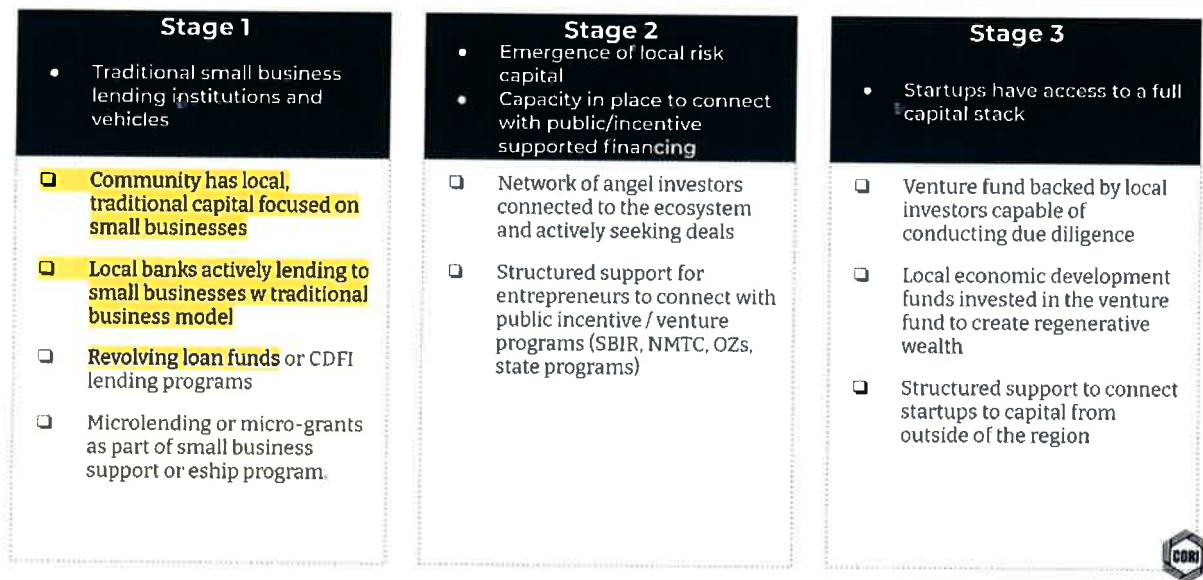
3) Access to Capital

- Driver stage scoring
 - Community's self-assessment score: 1
 - CORI's score: 1
 - Note: All programs highlighted in yellow in the image below were confirmed as present in your community.



Access to Capital

24



Key findings and learnings

- *Gaps & Challenges to Address*
 - Households with income in excess of \$100K+ that are potential individual and angel investors lag adjacent counties, MA and the US (American Community Survey, US Census Bureau, 2019).
 - Capital available in Springfield and Boston may pull entrepreneurs away from Franklin county (e.g. the earlier stage of HitPoint Studios had to move headquarters to Springfield in order to gain investment).
 - Minimal early stage micro-grants or non-dilutive funds to encourage ideation and risk taking.
 - Deal flow not yet present to rally local investors around. No known early stage tech startups have received equity investments in the last three years in the County.

- *Potential Solutions to Explore*
 - Launch a "First 50K" Competition to draw in tech startups from the broader Pioneer Valley with non-dilutive funds and wraparound support (space, mentors, services, connections to interns from regional Computer Science programs) to entice them to locate and stay in Greenfield.
 - Launch a series of smaller scale pitch competitions (e.g. First 5K) to increase pipeline of local First 50K startup applicants (e.g. Ice House Challenge winners with a tech focus).
 - Build a local investment Opportunity Zone fund or Angel Investor Network of Franklin County community builders.
 - Create a list of relationships with regional investor networks to tap into when deal flow available.

- *Assets & Partners to Engage*
 - Opportunity Zone in proximity to 631 Computer Science (CS) grads a year (2016-2017), indicating a strong presence of CS faculty or students that may have good ideas to commercialize or could be partnered with an entrepreneur with a good idea to explore. You could potentially leverage the Opportunity Zone and First 50K concept to incentivize early stage startups to locate in Greenfield.
 - Local banks as a source of financial capital to lend to small businesses, with traditional business models, such as the Co-Op banks that helped support the launch of Paul Hake's startup (through connection with bank President).
 - Revolving loan fund such as the North Quabbin Loan Fund.
 - GCC Ideation Center & Rural Innovation Center
 - Common Good & Local Banks could be sources of pitch prizes or microgrants
 - Valley Venture Mentors as a source of potential investors
 - Regional Assets to leverage: River Valley Investors, New England Angel Capital Association

- Perspectives from the community
 - "A couple of years later when we raised capital to be an injection of cash, that was a friends and family round ... Then we had to move to Springfield as part of the Mass Mutual money because it was part of the requirements of their investment ... It was the biggest mistake we made. We were diluted heavily and the only people that came out on top were the landlords in Springfield." - Paul Hake, Director of Penn Game Studios
 - "Entrepreneurs ... [do not realize], how many resources they have that are available in this area and how to access those resources ... Simply not having the tools that they need to utilize this ... has been problematic for them." – Kate Minton, Co-Founder and Director of Operations at Innovation Accelerator

- “It seems to me like most of the businesses ... that have gone through VVMs accelerator, most of them don’t even ... go beyond the angel investor setting. It tends to be friends, family, and angels, not a lot of Venture Capital money tends to follow the medium Having said that, there are a lot of businesses that seem to attract federal grants.” — Chris Bignell, Interim Chief Executive Officer, Valley Venture Mentors

4) Inclusive Tech Culture

- Driver stage scoring
 - Community's self-assessment score: 2
 - CORI's score: 1
 - Note: All programs highlighted in yellow in the image below were confirmed as present in your community.



Inclusive Tech Culture Building

36

Stage 1	Stage 2	Stage 3
<ul style="list-style-type: none"> • Creating a culture of collaboration 	<ul style="list-style-type: none"> • Establishing new values and norms that emphasize the value and importance of scalable eship and digital jobs 	<ul style="list-style-type: none"> • Enacting new values and norms through events and branding that engage diverse audiences and build buy-in
<ul style="list-style-type: none"> ❑ Multiple organizations in the community are partnered with a shared vision for building an inclusive tech economy 	<ul style="list-style-type: none"> ❑ Dedicated channels (website/email/social media) focus on promoting entrepreneurship and the tech economy ❑ Local news and business organizations regularly feature entrepreneurs and the tech economy ❑ Programming and recruitment efforts are designed to be inclusive and inviting to diverse participants 	<ul style="list-style-type: none"> ❑ The ecosystem has a brand that is used throughout the community ❑ Annual conference or large scale event focused on engaging diverse audiences and celebrating the ecosystem's successes ❑ Coworking space is recognized as a gathering space that integrates coworking, eship programs, and digital skilling



Key findings and learnings

- *Gaps & Challenges to Address*
 - Interviews suggest that a significant cultural shift is required for the average Franklin County resident to have awareness that tech careers or founding a startup is "for them" and that there is a viable pathway they could follow to achieve this.
 - Tech workforce development and access to jobs are not currently highlighted or widely promoted in Franklin County.
 - Examples of successful startups do not yet represent diversity within the region.
 - Access to digital technology throughout Franklin County disproportionately disadvantages the poorest community members, as described in The Digital Divide and Challenges to Digital Equity.
 - Success stories like HitPoint Studios are not widely known, celebrated or broadly seen as part of community identity unless you are already tapped into tech or entrepreneurship.

- *Potential Solutions to Explore*

- Start building your shared community vision now. Bring partners together with a case for change and a call to action for how to collaborate. Think broadly and beyond who you typically might engage in tech and entrepreneurship.
- Begin to build a brand. Leverage all other ecosystem building activities to tell your story. Share widely the current tech story of Franklin County via media outlets, highlighting successes like the HitPoint Studios acquisition by Penn Game Studios, find and feature tech workers.
- Design early pipeline awareness, inspiration, and educational events for those new to tech by meeting them where they are - leveraging local cultural traditions/events/industries.
 - Promote tech cultural belonging for those in recovery, seniors, BIPOC, women, current tech and remote workers.
- Create a “front door” for your regional tech culture in Greenfield and other satellite locations (e.g. LaunchSpace).
- Find ways to pair tech experts with entrepreneurs to solve local problems with tech and explore scalability.
- Demystify tech. “Mostly it's about educating people that, hey, there's these low code and no code solutions, so let's talk about the problem and you can probably do it. It's just a lack of education ... The pandemic has changed everyone's landscape. It's a bunch of people that have some time on their hands, and they've realized I want to change careers. And there's a bunch of dollars coming down the pike to fund some of these things, I think there's a lot of people in greater Greenfield that could learn some skills, and then realize that they could make startup happen, because it's never been easier to code.” — Paul Silva, Co-Founder & Instructor at Innovation Accelerator

- *Assets & Partners to Engage*

- Bridge your creative economy development activities by including a tech focus, building awareness and opportunity for innovation with local creators. Leverage [Arts Extension Service](#), [Assets for Artists](#).
- Learn from and share widely early examples of tech startup & job success, tech meetups (Another Castle).
- Leverage local media ([AOTV](#), [GCTV](#), [The Recorder](#)).
- Bring together inclusion partners to consult with in event/program design and outreach. Ask these partners how they can contribute via their own current programs to foster a culture of innovation. Partners could include: [Center for Women & Enterprise](#), [Franklin County CDC - Racial Justice program](#), [Erving Senior Center & OASIS at GCC](#), [YMCA](#), [Musica Franklin](#), Girl Scouts, Franklin County Jail etc.
- Build inroads with the current tech industry including local tech companies

and organizations such as the Pioneer Valley Game Developers Group, Another Castle, as well as the County's anchor industry employers that have tech jobs.

- Partner with Main Street Business Organizations such as the Chambers, SBDC, SCORE etc. to reach current small business owners.
- Host events at coworking spaces and maker spaces including Greenspace CoWork, LaunchSpace, and Bridge of Flowers

- Perspectives from the community

- "Although I do not know a lot about the tech industry and when I think about the tech industry I think about a generation ... that's definitely not a baby boomer, such as myself, but maybe a millennial" — Traci Talbert, Racial Justice Community Engagement Leader at Franklin County Community Development Corporation (CDC).
 - Note: During the interview Traci identified a potential startup idea of her own, and became interested in building relationships with tech partners in the community for her program, indicating how quickly a mindset shift can take place when opportunities are provided to build these connections.
- "This is an up and coming community ... I am working to bring more black-owned businesses here and increase racial equity in the businesses already present. When I say welcome and belonging, I see that hand holding. I see this chain of all these businesses physically holding hands, so if one business owner drops or makes a mistake, the next business should be there to pick them up or encourage them" — Traci Talbert, Racial Justice Community Engagement Leader at Franklin County Community Development Corporation (CDC).
- "I [imagine] seeing the generations coming together ... maybe a grandmother and grandson are working together on a tech project to really promote that in our community." Traci Talbert, Racial Justice Community Engagement Leader at Franklin County Community Development Corporation (CDC).
- "There's a disproportionate number of creative and builder types... [if] those two parts of the community were ... in touch with each other ... I think that would be fantastic ... folks in Franklin County ... love working together right they love the cooperative business models, you know, is there a way to kind of bring a place, five years from now, a place of bright beautiful light place downtown for these communities to come together" — Heather Bell, Co-Founder and Instructor at Innovation Accelerator
- "We started running a group called the Pioneer Valley Game Developers Group ... for people that make games in the Western Massachusetts area ... [but now] we have 500 people encompassing Southern Vermont, Eastern Massachusetts, parts of New Hampshire, and upstate New York ... We really want to start a co-working space for game developers" — Paul Hake Director of

Penn Game Studios

- "The Franklin County Jail located in Greenfield ... they've already started to build partnerships [and] there's a real passion around helping folks that are on the margins of society have a real path ... I think you could build a real tech path there." — Heather Bell, Co-Founder & Instructor at Innovation Accelerator
- "Many of our clients do not have enough money to feed themselves let alone purchase internet access or equipment." — The Digital Divide and Challenges to Digital Equity, page 54
- "The digital divide is yet another example of how the poor and low wealth populations are being excluded and discriminated against." The Digital Divide and Challenges to Digital Equity, page 26
- "The inequities in access to digital technologies — not having computing devices, inadequate broadband, or not having proficient knowledge of how to use technologies — mirror other societal inequities: those of race, income, education, and healthcare." — The Digital Divide and Challenges to Digital Equity (May 2021), page 4
- "A lot of ... community college students or college and UMass and Hampshire or Hampshire Holyoke and sometimes Amherst. Smith, ... there were 40-50 people there [in] the one suite ... it was crazy ... [over] 24 hours ... working on a project and you stay at the office if you want, or over the weekends it's 48 hours ... It's a great community building event and it was a great experience for students ... There's also some others [who] have day jobs that want to get into game [design] so they'll do that for the weekend and make games independently. And then like the tech meetup or the meetups where we do talks and things like that. We're doing them right every month. ... Now we just have a guest speaker every month" — Paul Hake, Director of Penn Game Studios

5) Access to Digital Jobs

- Driver stage scoring
 - Community's self-assessment score: 1
 - CORI's score: 1
 - Note: No clear organization has yet committed to access to digital jobs as a part of their mission. Greenfield and Franklin County are at a very early stage of this driver.



Access to Digital Jobs

32

Stage 1	Stage 2	Stage 3
<ul style="list-style-type: none"> • Digital jobs have a champion but little formal programming has been put in place 	<ul style="list-style-type: none"> • Community has an economic development strategy that includes a focus on digital jobs 	<ul style="list-style-type: none"> • Visible tech jobs and presence in the community with robust support for tech job strategy in the DEE
<ul style="list-style-type: none"> ❑ A local organization has taken up increasing access to digital jobs as part of its mission ❑ Convened conversations with employers about current and future demand for digital skills 	<ul style="list-style-type: none"> ❑ Established mechanisms tracking and understanding the needs of employers (surveys, roundtables, talent support, etc.) ❑ # employed in tech and in remote work is tracked as economic dev metric ❑ Remote worker engagement program ❑ Program to support newly trained digital workers to obtain local and remote job opportunities 	<ul style="list-style-type: none"> ❑ Tech employers and econ dev + workforce dev work together to increase # employed in tech ❑ Mechanisms in place for tracking, sharing, forecasting tech jobs ❑ Remote work attraction/incentive program ❑ Structured programs to support remote workers ❑ Project shop to create job opportunities for newly trained tech workers



Key findings and learnings

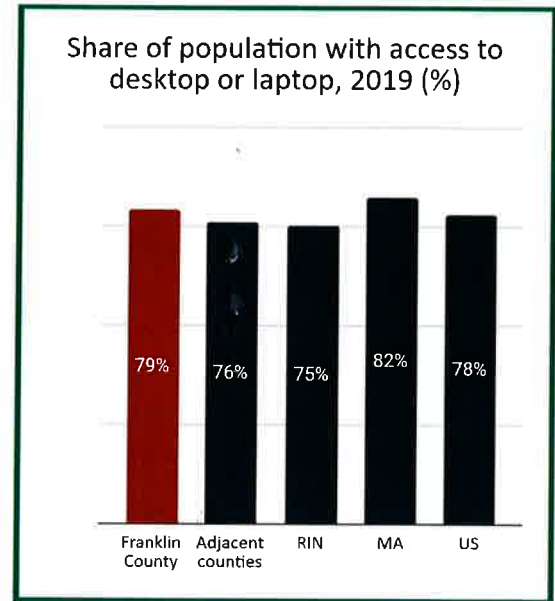
- *Gaps & Challenges to Address*
 - Both broadband availability and usage in Franklin County as a whole are below the US average. 20% of Franklin County does not have access to broadband and less than 50% of the population utilizes the broadband that is available ("Usage" is sourced from Microsoft Corp. "Availability" is sourced from the Federal Communications Commission (FCC). Ubiquitous broadband and user uptake are key factors to developing and growing a scalable tech economy and fostering remote work. Low broadband usage could be in part a result of lack of access to equipment for low income households, noted in "The Digital Divide and Challenges to Digital Equity" (May 2021, p. 56).
 - Per the American Community Survey, one in five residents of Franklin County were without access to a desktop or laptop in 2019, roughly on par with

Massachusetts (slightly less than 1 in 5 without access) as a whole and slightly better than Rural Innovation Network communities (1 in 4 without access).

- While there is an overabundance of CS graduates in the area, recent industry and sector trends show little shifts towards tech-adjacent business activities. From 2013-2018, shifts in employment skewed towards non-traded sectors, and growth in the IT sector is currently flat (US Bureau of Labor Statistics).

- While there is not significant growth in the IT sector currently, all industries have some degree of tech jobs that support their efforts. According to the core team from Franklin county, however, there is “scarce awareness” of local tech opportunities, or tech as a career path, and companies are “not looking for local talent” (Self-assessment).

- The number of current tech workers in the county remain unknown, with no leading organization currently focused on understanding current tech job demand or fostering local tech startups that could provide new opportunities for employment.



- *Potential Solutions to Explore*

- Identify if Franklin Hampshire Career Center has taken up increasing digital job access as part of its mission, or what other organization locally or regionally could make this a focus of their work in Franklin County. Identify if they conducted a survey of local employers to understand their current and future demand for digital skills that you can leverage.
- To understand current demand and number of remote and/or tech workers in the area, this organization or collaborative could:
 - Establish a mechanism for tracking and understanding tech demand from local employers via surveys, roundtables, etc.
 - Track # employed in tech and remote work as part of your local economic development metric. Building a list with contact information of known tech and remote workers is an important step in fostering a tech community.
 - Consider a remote worker engagement program and marketing campaign that would draw people to the area.
 - Build a program to link newly trained digital workers to remote and

local job opportunities and internships.

- Create a one-stop shop for local professionals and potential newcomers to the community to learn about tech opportunities in the region.
- Reach out to the post-secondary institutions in the area to learn where their students are going to work after graduation and if there is desire for more opportunity within Western Mass that Greenfield and the county could intentionally attract.
- *Assets & Partners to Engage*
 - While Franklin county has lower than average broadband access, Greenfield has gigabit fiber available that is very attractive to tech and remote workers (Paul Hake interview).
 - Remote workers can be found and leveraged to build a strong sense of community of knowledge and tech professionals. Even pre-pandemic, Franklin county showed strength in remote work and home-based workers, at a much higher rate than the adjacent counties (American Community Survey, US Census Bureau).
 - Mass Hire Career Center: A total of 28 tech jobs were posted within the last two months for the Franklin/Hampshire counties, identified via a MassHire JobQuest search for the keyword “software” in the job category “Computer & Mathematical Occupations.” Only one was in Franklin County (Wendell, MA).
 - When widening the search to all “Computer & Mathematical Occupations” in Franklin/Hampshire counties, the search yielded 70 results — Deerfield, MA, and Wendell, MA, were the only communities noted within Franklin County
 - Key employers from this job search included Dell, Machinometrics, University of Massachusetts Amherst, Smith College, & Servicenet.
 - CORI identified 165 remote jobs that require a Bachelor's Degree in Computer Science in MA via an Indeed search
 - GCC Career Services could help promote more local tech jobs and remote internships by featuring tech jobs on their job board.
 - Other known employers to target to understand tech job demand include Starrett in Athol, Valley Steel Stamp, NE Biodiesel, Bete Fog Nozzle, HitPoint Studios (Now Penn Game Studios) and other major employers in the area (hospital, GCC, schools, local government, etc.) to better understand current and future demand for tech jobs, current hiring processes.
 - Another Castle is a co-working space that caters to game developers and designers for the Pioneer Valley, boasting the highest speed internet in the area, a strong attraction for remote tech workers and tech meetups.
 - Penn Game Studios is hiring in the near future ~10 new tech workers, and has attracted new workers from other parts of the country to Greenfield
 - Tech Foundry, while based in Springfield, could be an excellent resource to

leverage in better understanding and leveraging tech job opportunities for Franklin County. Tech Foundry's mission is to support the region's growing need for a qualified technology workforce and elevate under-represented groups into sustainable careers in IT.

- Perspectives from the community
 - "People are ... immediately thinking about the opportunities right in town ... people don't think [that there are] other software companies in the county ... Right now, we have employees all over the country. There are 15 of us in Western Mass but the other 15 are scattered everywhere ... I can't tell you apart from it's just like not in the collective consciousness of the area to think about tech, high tech as a career" — Paul Hake, Director of Penn Game Studios

05) Conclusions and Next Steps

Greenfield & Franklin County have enviable assets, strong potential ecosystem partners, and the foundational elements and infrastructure necessary to build a robust Digital Economy Ecosystem. The Pioneer Valley Plan for Progress and local leadership are aligned with this focus. However, without intentional focus and resources, this potential could remain unrealized due to strong pull factors towards more developed tech ecosystems in the Pioneer Valley and beyond in Massachusetts. To combat this challenge and gain a few quick wins to jumpstart the ecosystem, Greenfield and Franklin County should explore how to leverage some of the unique assets present to draw early stage startups to the area from the talent pool in the region, such as a First 50K program. This type of program can quickly spread awareness of the opportunity within the tech industry, inspiring more local residents to explore and pursue their own startups. Simultaneously, it will be key to widen the top of the funnel through inclusive tech culture building strategies that will develop a clear pathway to pursue those ideas while fostering a culture of innovation where all Franklin County residents feel welcome.


Potential Outcomes:

Building a Digital Economy Ecosystem by tying together these assets and strategically filling in the identified gaps will:

- Produce homegrown tech startups that create new, higher than median income paying jobs for the county.
- Shift industry concentrations towards higher growth, tech-focused, and tech-enabled sectors.
- Attract and retain more tech workers with a desire for rural life, and regain family-age expats that want to return to their home community.
- Create an inclusive, viable pathway for local kids and adults towards high paying tech employment or entrepreneurship.

Next Steps:

As noted in the image below, Greenfield and Franklin County have achieved the majority of the benchmarks associated with CORI's assessment phase of the Digital Economy Ecosystem Building journey. We recommend that the core team evaluate this assessment report to determine if there is a clear and compelling case to prioritize investing the required resources to develop and implement a strategy. If this is the case, steps should be taken to create a cross-sectoral steering committee that can be engaged in strategy development and implementation, as well as identifying staff and financial resources required to participate in a strategy building process with CORI.

DEE Building Journey - Assessment to Strategy Readiness			
Pillars & Benchmarks	Assessment	Strategy Readiness	
Leadership organization(s)	Core team convened to drive assessment work Equips leadership organization(s) with data and context for engaging stakeholders to develop a DEE strategy	Core team convenes a steering committee of stakeholders and shares the findings from the DEE assessment	★
Steering Committee	Engages stakeholders and brings them to the table to develop DEE Identifies who isn't at the table but needs to be	Cross-sector steering committee representative of community demographics forms and regularly meets to develop DEE vision (core-team noted is part of this larger steering committee)	★ In progress
Evidence-based decision making	Define a data driven current state and build common framework for understanding and tracking DEE progress	Leadership and steering committee can → Make a clear, data driven case for DEE investment → Begin collecting data about key ecosystem issues (e.g. learning more remote workers)	★ In progress
Resources (money & people)	Creates case for investing resources in developing a DEE	Commitment of resources to start executing a DEE strategy Core team able to dedicate .25 FTE to strategy development for ~8 weeks	In progress
DEE Programs Infrastructure & Facilities	Provides a framework for organizing existing programs into a DEE Clarifies gaps and areas for action	Programming gaps identified and ideas are being developed for addressing those gaps	★

06) Appendix

Interviewees

Name	Title	Organization	Location of Org
Chet Jordan	Dean of Social Sciences, Professional Studies & Workforce Development	Greenfield Community College	Greenfield, MA
Heather Bell	Co-Founder, Instructor	Innovation Accelerator	Springfield, MA
Paul Silva	Co-Founder, Instructor	Innovation Accelerator	Springfield, MA
Kate Minton	Co-Founder & Director of Operations	Innovation Accelerator	Springfield, MA
Chris Bignell	Interim Chief Executive Officer	Valley Venture Mentors	Springfield, MA
Paul Hake	Director	Penn Game Studios	Greenfield, MA
Traci Talbert-Gaynor	Racial Justice Community Engagement Leader	Franklin County Community Development Corporation (CDC)	Franklin County, MA

Identified Areas of Alignment with Regional Strategy & Planning Documents

The following quotes summarize areas of alignment with your overall region's economic development vision and strategy with the development of a robust Digital Economy Ecosystem:

- "[We should] enhance the system of business support services provided to the Pioneer Valley's critically important small and mid-sized enterprises and develop new and more flexible sources of growth capital. As part of this effort, enhance supply chain and vendor opportunities for existing Pioneer Valley businesses, with special attention to connections with new major employers in the region." — Pioneer Valley Plan for Progress, page 13
- "Technology companies are linked with the area's universities and colleges in a number of ventures, including a precision matching initiative and the development of clean energy resources, to increase the pace of innovation and technology commercialization and to build a growth oriented economy in the Pioneer Valley region and throughout Western Massachusetts." — Pioneer Valley Plan for Progress, page 21
- "Pursue a broad array of policy reforms and aggressive program initiatives and interventions that work together to identify and implement actions that both retain and expand the Pioneer Valley's supply of educated, skilled workers by a target of +6% or the equivalent of 25,000 workers, while also striving to mitigate adverse impacts to the region's higher education, manufacturing, health care and technology clusters. Critical to this effort is the improvement of educational outcomes and graduation rates in the region's public school systems, particularly in the urban core's distressed cities." — Pioneer Valley Plan for Progress, page 19

Other Sources/Resources

"Computer Science." Greenfield Community College, December 22, 2020.

<https://www.gcc.mass.edu/academics/programs/computer-science/>

"Feasibility Study," *Rural Innovation of Greater Franklin County*, November 2020,

<https://drive.google.com/file/d/1XiSF4RC9sBYyyWeNErUIpJsxSeG4THN9/view?usp=sharing>

"Franklin County Community Development Corporation's Community Investment Plan," 2020, <https://www.mass.gov/doc/franklincountycdccip/download>

"Franklin County Economic Resiliency and Recovery Plan (ERRP): Stakeholder Feedback on COVID-19 Crisis, Responses, and Recovery Priorities," *Hodge Economic Consulting*, March 26, 2021,

<https://frcog.org/wp-content/uploads/2015/05/FRCOG-Econ-Resiliency-Plan-Stakeholder-Input-032621.pdf>

MA and Pioneer Valley WIOA Regional Planning and Labor Market Blueprint *MassHire Hampden County Workforce Board*, 2021,

<https://www.google.com/url?q=https://massshirehcb.com/ma-and-pioneer-valley-wioa-regional-planning-and-labor-market-blueprint/&sa=D&source=editors&ust=1625692962821000&usg=AOvVaw0xM7YCVd6nZtBLdHPfuFoin>

"Pioneer Valley Plan for Progress 2015-2025 Building on Success: Economic Strategies for the Region," *Pioneer Valley Planning Commission*, 2015

http://www.pvpc.org/sites/default/files/PFP_2015_Final_Adjusted_web.pdf

"Sustainable Greenfield," *Vanasse Hangen Brustlin, Inc.* January 2014

https://greenfield-ma.gov/files/Sustainable_Greenfield-Greenfields_2014_Comprehensive_Sustainable_Master_Plan.pdf

"The Digital Divide and Challenges to Digital Equity in Hamden, Hampshire, and, Franklin Counties, MA", *www.AllianceforDigitalEquity.com*, May 2021,

<https://drive.google.com/file/d/1AWVeMCV6bw6E8MC7yRFYtvDRp9lpjf1R/view>

"2020-2025 Comprehensive Economic Development Strategy (CEDS) Five-Year Plan for Franklin County, MA," *Franklin Regional Council of Governments*, June 11, 2020.

<https://frcog.org/wp-content/uploads/2015/05/2020-2025-CEDS-Plan-FRCOG-FINAL.pdf>