

**MONTAGUE SELECTBOARD MEETING**  
**Town Hall, 1 Avenue A, Turners Falls, MA 01376**  
**Monday, November 1, 2021**

**Join Zoom Meeting:** <https://us02web.zoom.us/j/84020720648>

**Meeting ID:** 840 2072 0648      **Password:** 435659

**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 October 25, 2021 if available
  
3. 6:31          Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
  
4. 6:31          Personnel Board
  - Appoint Noah Diamond, WPCF Laborer/Operator UE Grade B, Step 3, effective 11/8/21
  - Status Change: Daniel Poirier, Grounds Group Leader, UE Grade D, Step 7 (formerly UE Grade C, Step 9), effective 11/2/21
  
5. 6:35          Liquor License Transfer
  - Om Shiv Shambhu, Inc. d/b/a Carroll's Market, Govindbhai (Gary) Ramdas Patel as manager, has applied for transfer of the Annual \$15 Package Store, All Alcoholic Beverages Liquor License from Sahirat, LLC d/b/a Carroll's Market. The premise is located at 33 East Main Street, Millers Falls,
  
6. 6:45          Montague Board of Health
  - Review of Montague COVID Case Counts and Trends
  - Review Notice of COVID-19 Emergency Order: Indoor Mask Requirements
  - Discuss any other needed response to COVID situation
  
7. 7:00          Consideration of Town Financial Policy Recommendations as presented by the Finance Committee
  
8. 7:15          Jan Ameen, FCSWMD
  - Mass DEP Yard Waste General Permit Certification 2021

**MONTAGUE SELECTBOARD MEETING**  
**Town Hall, 1 Avenue A, Turners Falls, MA 01376**  
**Monday, November 1, 2021**

9. 7:25 Walter Ramsey, Town Planner
- Presentation of draft 2021 Economic Development Plan for the Montague Economic Development and Industrial Corporation
10. 7:40 Town Administrator's Business
- Execute MOA w/FRCOG, \$16,500 in support of compact feasibility study to be performed by Stantec
  - Consider Contract for a Composting Feasibility Study with Stantec Consulting Services, Inc. in the amount of \$35,000. \$18,500 of which is to be paid by the Town of Montague WPCF and \$16,500 to be paid by FRCOG
  - Turners Falls and Loomis Roads in Greenfield will be paved on Tuesday 11/2/21 with a rain date of Wednesday, 11/3/21
  - Summary of Expected Capital Requests for FY23
  - Office 365 Migration
  - Topics not anticipated in 48 hour posting
11. 8:00 Executive Session under G.L. c. 30A, s. 21(a)(2) to conduct negotiations with Police Chief, Chris Williams; votes may be taken.
12. 8:15 Executive Session in accordance with G.L. c. 30A, §21(a)(6), to consider the possible purchase, exchange, taking, lease or value of real property - First Light Power, votes may be taken

**Other:**

- Anticipated Next Meeting Date: Monday, November 8, 2021 at 6:30 PM

**MONTAGUE BOARD OF HEALTH MEETING**  
**Town Hall, 1 Avenue A, Turners Falls, MA 01376**  
**Monday, November 1, 2021**

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:45 PM      Board of Health Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
  
2. 6:45              Montague Board of Health
  - Review of Montague COVID Case Counts and Trends
  - Review Notice of COVID-19 Emergency Order: Indoor Mask Requirements
  - Discuss any other needed response to COVID situation

# Town of Montague Personnel Status Change Notice New Hires

Employee # \_\_\_\_\_

Board Authorizing Appointment: \_\_\_\_\_ Meeting Date: 10/25/2021

Authorized Signature: \_\_\_\_\_

Board Authorizing Wages: \_\_\_\_\_ Meeting Date: 10/25/2021

Authorized Signature: \_\_\_\_\_

### General Information:

Full name of employee: <u>Noah Diamond</u>	Department: <u>WPCF</u>
Title: <u>Laborer/Operator</u>	Effective date of hire: <u>11/08/2021</u>

### New Hire:

Permanent: <u>X</u> Y ___ N	If temporary, estimated length of service: <u>    </u>
Hours per Week: <u>40</u>	Union: <u>UE</u>

### Wages:

Union: <u>UE</u>
Wages: Grade <u>B</u> Step <u>3</u> Wage Rate: <u>18.80</u> (annual/ <u>hourly</u> )
Notes: <u>2 years DPW experience, 1 year in wastewater</u> <u>B.S. Geology/Hydrology, class B CDC, 2B Hoisters License</u>

### Copies to:

- |                  |                  |                          |
|------------------|------------------|--------------------------|
| _____ Employee   | _____ Department | _____ Board of Selectmen |
| _____ Treasurer  | _____ Accountant | _____ Retirement Board   |
| _____ Town Clerk |                  |                          |

# Town of Montague Personnel Status Change Notice

Authorized Signature: \_\_\_\_\_ Employee # 1668

**General Information:**

Full name of employee: <u>Daniel Poirier</u>	Department: <u>DPW</u>
Title: <u>Grounds Group Leader</u>	Effective date of change: <u>11/2/2021</u>

**New Hire:**

Permanent: <u>Y</u> <u>N</u> If temporary, estimated length of service: _____
Hours per Week: _____ Union: _____
Pay: Grade _____ Step _____ Wage Rate: _____ (annual/daily/hourly)
Board Authorizing: _____ Date of Meeting: _____

**Grade/Step/COLA Change:**

Union: <u>U.E.</u>
Old Pay: Grade <u>C</u> Step <u>9</u> Wage Rate: \$ <u>23.23</u> (annual/daily/hourly)
New Pay: Grade <u>D</u> Step <u>7</u> Wage Rate: \$ <u>24.35</u> (annual/daily/hourly)

**Termination of Employment:**

Resignation: _____	Layoff: _____	Involuntary Termination: _____
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**Other:**

<input type="checkbox"/> Unpaid Leave of Absence	Termination Date: _____
<input type="checkbox"/> Unpaid Sick Leave	Termination Date: _____
<input checked="" type="checkbox"/> Other/Specify: <u>Change from</u>	Termination Date: _____
<u>Groundskeeper to Grounds Group Leader</u>	

Copies to:

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

**Montague Reporter:**

Please publish the following as a legal notice on Thursday, October 21, 2021

**PUBLIC HEARING**

In accordance with the provisions of Chapter 138, General Laws, as amended, the Inhabitants of the Town of Montague are hereby notified that Om Shiv Shambhu, Inc. d/b/a Carroll's Market, Govindbhai (Gary) Ramdas Patel as manager, has applied for transfer of the Annual §15 Package Store, All Alcoholic Beverages Liquor License from Sahirat, LLC d/b/a Carroll's Market. The premise is located at 33 East Main Street, Millers Falls, MA consisting of a single story building of approximately 2852 square feet on the first floor, first floor storage space of 528 square feet and 4852 square feet of basement area with one entrance and one exit.

Date and place of hearing: Monday, November 1, 2021, at 6:35 P.M. at the Town Hall, Second Floor Meeting Room, One Avenue A, Turners Falls and via zoom  
<https://www.montague-ma.gov/d/5482/Selectboard-Meeting>

Montague License Commissioners



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

MONTAGUE

00019-PK0736

City /Town

ABCC License Number

**TRANSACTION TYPE (Please check all relevant transactions):**

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/  
Directors/LLC Managers
- Change of Ownership Interest  
(LLC Members/ LLP Partners,  
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

**APPLICANT INFORMATION**

Name of Licensee  DBA

Street Address  Zip Code

Manager

Granted under Special Legislation? Yes  No

If Yes, Chapter  of the Acts of (year)

Type (i.e. restaurant, package store) Class (Annual or Seasonal) Category (i.e. Wines and Malts / All Alcohol)

**DESCRIPTION OF PREMISES** Complete description of the licensed premises

consisting of a single story building of approximately 2852 square feet on the first floor, first floor storage space of 528 square feet and 4852 square feet of basement area with one entrance and one exit.

**LOCAL LICENSING AUTHORITY INFORMATION**

Application filed with the LLA: Date  Time

Advertised Yes  No  Date Published  Publication

Abutters Notified: Yes  No  Date of Notice

Date APPROVED by LLA  Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:  
Seller License Number:  Seller Name:

The Local Licensing Authorities By:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

Item 7:

Consideration of Town Financial Policy Recommendations as presented by the Finance Committee

Financial Policies 10/13/21: [https://montague-ma.gov/files/Financial\\_Policies\\_10\\_13\\_21.pdf](https://montague-ma.gov/files/Financial_Policies_10_13_21.pdf)

Other relevant documents, including the slides from the Fin Com presentation on Oct 6 and the current drafts of the 3 policies held back - are here: <https://montague-ma.gov/p/1452/Policy-Update--Forecasting-Projects>



## TOWN OF MONTAGUE LEAF & YARD WASTE COMPOSTING PLANS

Toxics Control Plan: Town personnel will monitor the unloading of material so that only acceptable materials (leaves, grass clippings, brush, and natural wood waste) are accepted at the compost area. Other materials will be rejected. If improper materials are found in the compost area, Town personnel will remove such materials for proper recycling or disposal.

Odor Control Plan: The Town will monitor the unloading of material so that only acceptable materials (leaves, grass clippings, brush, and natural wood waste) are accepted at the compost area. Food material will not be accepted. Loads that are predominately grass clippings will be mixed with higher-carbon materials (e.g. leaves) or partially composted material. Odorous piles will be capped as necessary with finished or curing compost to control odors.

Vector Control Plan: Since the compost operation only accepts leaves, grass clippings, brush, and natural wood waste (adjust as necessary) it is not anticipated that vectors will be attracted to it. This plan will be updated as necessary if vector attraction is identified as a problem at this operation.

### Contingency Plan:

Equipment breakdown – Town will temporarily substitute other Town-owned equipment.

Unacceptable loads – Unacceptable loads will be rejected. However, if inappropriate materials are discovered later, they will be removed by Town personnel for proper recycling or disposal.

Spills – If a chemical or hazardous product is spilled at the compost area, personnel will seek absorbent to cover it. Notification to state agencies will be made if required. The spill will be contained and cleaned up according to the Town's spill response protocols.

Fire – Call Fire Department. Use loader or other equipment to break up and spread out burning material during firefighting.



# Massachusetts Department of Environmental Protection Bureau of Air & Waste - Solid Waste Program

General Permit Certification Form for New or Newly Acquired Recycling, Composting, Aerobic or Anaerobic Digestion Operations Pursuant to 310 CMR 16.04

**Important:** When completing this form on a computer, use only the Tab key to move your cursor – not the Return key.



Town of Montague

Applicant Name

Montague Transfer Station

Facility Name

## Instructions

To certify that the Operation referenced above will comply with and is eligible for a General Permit pursuant to 310 CMR 16.04, please respond to each statement in this form as follows:

- **Recycling Operations**, complete sections I and V.
- **Composting Operations**, complete sections II, III and V.
- **Digestion Operations**, complete sections II, IV and V.

If you check "NO" for any of the requirements listed in Section I through Section IV, then the operation is not eligible for a General Permit pursuant to 310 CMR 16.04. If the Operation is not eligible, the Owner and Operator may file an application for a "Permit for Recycling, Composting or Conversion (RCC Permit) Operation" pursuant to 310 CMR 16.05.

**Note:** Each box in every applicable section must to be completed for this certification to be valid. Do not leave any box blank.

## I. General Permit Requirements: Recycling Operation (310 CMR 16.04(2))

Check the appropriate boxes to indicate the operation is in compliance with each of the following requirements for a recycling operation:

1. The operation will prevent unpermitted discharges of pollutants to the air, water, land or other natural resources of the Commonwealth.  Yes  No
2. The operation will not create a public nuisance.  Yes  No
3. The operation will not become a threat to public health, safety, or the environment.  Yes  No
4. During processing, the recyclable materials are not contaminated by toxic substances at levels that may pose a significant threat to public health, safety, or environment; and procedures are in place to prevent the recyclable materials from being contaminated by toxic substances during processing.  Yes  No
5. The products are not contaminated by toxic substances at levels that may pose a significant threat to public health, safety, or environment; and procedures are in place to prevent the recyclable products from being contaminated by toxic substances.  Yes  No
6. The operation limits the storage of materials, in their as-received, in-process or processed condition, to one year from the date of their receipt at the operation. This time limit may be exceeded in the case of storage of a processed material pending accumulation of one full container load.  Yes  No
7. All waste materials generated during the recycling process are disposed in compliance with all applicable federal, state, and local laws and regulations.  Yes  No
8. The operation has obtained all other applicable MassDEP permits or approvals (e.g., Beneficial Use Determination, Stormwater Permit, Air Quality Permit, etc.).  Yes  No
9. The owner or operator will maintain accurate records for at least three years to demonstrate compliance with 310 CMR 16.04.  Yes  No
10. The owner or operator will submit a report and certification pursuant to 16.06(1)(a)3. to MassDEP by February 15 of each year that includes, but is not limited to, the amounts and types of recyclable materials received and the amount of residuals managed during the previous calendar year.  Yes  No

**Continue to Next Page ►**



# Massachusetts Department of Environmental Protection Bureau of Waste Prevention - Solid Waste Program

General Permit Certification Form for New or Newly Acquired Recycling, Composting,  
Aerobic or Anaerobic Digestion Operations Pursuant to 310 CMR 16.04

## II. General Compliance Requirements: Composting & Aerobically or Anaerobically Digesting Organic Materials (310 CMR 16.04(3)(a))

1. Check the appropriate box to indicate the operation is in compliance with the following requirements for composting and aerobic or anaerobic digestion operations:

- a. The operation is at least 250 feet from any existing water supply well in use at the time the operation begins operation.  Yes  No
- b. The operation will not have unpermitted discharges of pollutants to the air, water, land or other natural resources of the Commonwealth.  Yes  No
- c. The operation will not create a public nuisance.  Yes  No
- d. The operation will not become a threat to public health, safety, or the environment.  Yes  No

2. The operation incorporates the following best management practices:

- a. Produces stabilized organic materials.  Yes  No
- b. Maintains proper thermal regulation and monitoring to prevent spontaneous combustion, destroy pathogens, and prevent vectors.  Yes  No
- c. Manages stormwater and leachate to prevent ponding and water pollution.  Yes  No
- d. Has access to an adequate water supply with adequate pressure for fire control.  Yes  No
- e. Employs the appropriate number of properly trained personnel for the size and type of the operation to properly maintain the operation.  Yes  No
- f. Uses equipment that is appropriate for the size and type of the operation.  Yes  No

3. The operation has developed and will implement the following plans appropriate for the size and type of operation being operated:

- a. A Toxics Control Plan that includes:  Yes  No
  - Procedures to minimize the entry of toxic materials and to prevent the organic materials and/or products from becoming contaminated by toxic substances (i.e., specifications for incoming organic materials, load inspection protocols, etc.) at levels that may pose a significant threat to public health, safety, or environment; and
  - Specific actions to be taken by personnel to prevent contamination.
- b. An Odor Control Plan that includes:  Yes  No
  - Procedures to prevent the production and generation of odorous compounds; and
  - Specific actions to be taken by personnel that will be taken to address odors and odor complaints if unacceptable odors occur beyond the property line of the operation.
- c. A Vector Control Plan that includes:  Yes  No
  - Procedures to prevent the organic materials and/or products from vector attraction before, during, and after composting, aerobic digestion, or anaerobic digestion; and
  - Specific actions that will be taken to address vectors and vector complaints if unacceptable vectors are present.
- d. A Contingency Plan that includes all of the following:  Yes  No
  - Procedures for corrective actions for the management of the organic materials and/or products in the event of equipment breakdown, delivery of unacceptable loads of materials, spills, fires, extreme weather conditions or other events, including but not limited to the failure of the odor control plan or vector control plan.

Continue to Next Page ►



# Massachusetts Department of Environmental Protection Bureau of Waste Prevention - Solid Waste Program

General Permit Certification Form for New or Newly Acquired Recycling, Composting,  
Aerobic or Anaerobic Digestion Operations Pursuant to 310 CMR 16.04

## II. General Compliance Requirements: Composting & Aerobically or Anaerobically Digesting Organic Materials (Continued)

4. The residuals produced during any quarter will not exceed 5%, by weight, of the total amount of material received by the operation.  Yes  No
5. The operation limits the storage of materials, in their as-received, in-process or processed condition, to one year from the date of their receipt at the operation. This time limit may be exceeded in the case of storage of a processed material pending accumulation of one full container load.  Yes  No
6. The operation manages all solid and liquid materials produced as a result of the operation in accordance with all other applicable regulations and approvals, including but not limited to, a beneficial use determination, if necessary.  Yes  No
7. The owner or operator will maintain accurate records for at least three years to demonstrate compliance with 310 CMR 16.04.  Yes  No
8. The owner or operator will submit a report and certification pursuant to 16.06(1)(a)3. to MassDEP by February 15 of each year that includes, but is not limited to, the amounts and types of recyclable materials received and the amount of residuals managed during the previous calendar year.  Yes  No

## III. Additional Compliance Requirements: Composting Operation (310 CMR 16.04(3)(b))

Check the appropriate box to indicate the composting operation is in compliance with the following requirements in addition to the requirements in Section VI:

1. The operation limits the total amount of organic material, whether as received, in process or final product, to no more than 5,000 cubic yards per acre.  Yes  No
2. The operation limits the total amount of organic material, whether as received, in process or final product, to no more than 50,000 cubic yards of organic material on site at any one time.  Yes  No
3. The operation does not allow more than 25% by volume of the total compost mixture to be a Group 2 Organic Material (see Instructions for more information).  Yes  No
4. The operation provides and uses adequate and appropriate bulking material consisting of Group 1 organic materials (see Instructions for more information) and ensures that such material is readily available on-site to mix with incoming Group 2 organic materials or other organic materials with a carbon to nitrogen ratio of 30:1 or less.  Yes  No
5. The operation mixes all Group 2 organic material or other organic materials with a carbon to nitrogen ratio of 30:1 or less into the compost windrows or piles to such an extent that the Group 2 material is unrecognizable as a separate material as soon as possible but no later than the close of business each day.  Yes  No
6. The operation aerates the compost on a timely and regular basis to ensure proper aerobic, temperature, moisture and porosity conditions.  Yes  No

## IV. Additional Compliance Requirements: Aerobic or Anaerobic Digestion Operation (310 CMR 16.04(3)(c))

Check the appropriate box to indicate the aerobic or anaerobic digestion operation is in compliance with the following requirements in addition to the requirements in Section VI:

1. Group 2 organic material generated off-site, are transported via sealed tank or vessel and delivered to the operation using a direct connection (e.g. hose) technology. This requirement does not apply to an operation that accepts less than 15 tons per day of Group 2 organic materials.  Yes  No
2. Organic materials are only handled in sealed tanks or vessels, with odor controls.  Yes  No
3. All organic materials are added to the active digestion system or stored in sealed tanks or vessels, with odor controls, by the close of business on the same day that it is received at the operation.  Yes  No

Continue to Next Page ►



# Massachusetts Department of Environmental Protection Bureau of Waste Prevention - Solid Waste Program

General Permit Certification Form for New or Newly Acquired Recycling, Composting,  
Aerobic or Anaerobic Digestion Operations Pursuant to 310 CMR 16.04

## V. Certification

I attest under the pains and penalties of perjury that:

1. I am duly authorized to bind the entity (corporation, limited liability corporation, public entity, trust, partnership or sole proprietorship, etc.) which is subject to these regulations;
2. I have personally examined and am familiar with the information contained in this submittal, including any and all documents accompanying this certification statement;
3. based on my inquiry of those individuals responsible for obtaining the information, the information contained in this submittal is to the best of my knowledge, true, accurate, and complete;
4. procedures and plans to maintain compliance are in place at the operation and will be maintained even if processes or operating procedures are changed;
5. I am fully authorized to make this attestation on behalf of this operation; and
6. I am aware that there are significant penalties, including, but not limited to, possible administrative and civil penalties, fines and imprisonment, for submitting false, inaccurate, or incomplete information.

\_\_\_\_\_  
Signature of Responsible Official

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Certification (MM/DD/YYYY)

A large, thick black L-shaped graphic is positioned on the left and bottom edges of the page, framing the central text.

# MONTAGUE EDIC ECONOMIC DEVELOPMENT PLAN

October 2021 Update

# About the MEDIC

- Incorporated 1984
- Powers defined by State Law, Scope defined approved Plan, Officers appointed by Selectboard
- Major Projects:
  - *Great Falls Discovery Center*
  - *Canalside Bike Path*
  - *Airport Industrial Park*

# Why we need the Plan

- Plan shall be updated every 5 years per EDIC enabling legislation (MGL ch 121C)
  - *Last plan was approved in 2015*
- The EDIC has the powers and duties imposed by MGL 121C to undertake and carry out the economic projects covered by this plan.
  - *Ability to purchase, sell, and manage property*
  - *Ability to receive local, state and federal grants*
  - *Ability to acquire properties through eminent domain*



# Plan Approval Process

- Planning Board holds joint public hearing with EDIC
- 30 day public input period
- EDIC finalizes plan based on public/committee input
- Selectboard includes plan on Town Meeting Warrant
- Town Meeting approves plan
- Plan filed with MA Dept. of Housing and Community Development

# Vision Statement

- Gainful employment opportunities
  - High quality of life
  - Access to culture and education
  - Healthy environment
  - Sustainable future
- 
- Industrial heritage/architecture/creative+hardworking residents are the foundation

# Defining Industry

- Enabling legislation allows the municipality to define “industry”
- Industrial activity= job creation/retention + housing and infrastructure to support the workers
- In Montague Industry includes
  - *Agriculture*
  - *Renewable energy*
  - *Maker spaces+ workshops*
  - *People working from home/ telecommuters*
  - *Traditional industries that produce and distribute manufactured products*

# Planning Boundaries

- Areas currently zoned for industrial uses
- Industrial and Historic-Industrial Zoning Districts
- Other Districts that allow industrial uses:
  - *General Business, Central Business, Rural Business, Agriculture- Forestry*
- EDIC authority is limited to 4 Specific Planning Locations identified in this plan:
  - *Airport Industrial Park (Industrial)*
  - *Sandy Lane Industrial Area (Industrial)*
  - *Turners Falls Canal District (Historic Industrial)*
  - *Great Falls Discovery Center Area (Central Business)*

# Statement of Need

- limited population growth
- Montague has a median household income of \$54,430 with is 63.4% of the State MHHI
- 4 environmental justice block groups in Turners Falls based on income and minority criteria
- Struggle to maintain core municipal infrastructure
- Increasing education costs for declining enrollments
- Surplus of properties to repurpose (mills, churches, schools) and brownsfields issues
- Limited supply of development-ready land

# Municipal Econ Dev Capacity

- Town Administrator
- Planning Department
- MEDIC/MEDIC Coordinator
- RiverCulture Program for creative economy
- TIF Review Committee

# Montague's Strategic Advantage

- High quality of life, low cost of living
- Strong industrial/manufacturing base
- Access to educational institutions
- Outdoor recreation assets and natural resources
- Rising median household income
- A “Green Economy” bolstered by renewable energy industry
- A business-friendly town hall

# Last 5 years: Recent accomplishments and Setbacks

- AIP expansions at Ja'Duke, Atlantic Golf, Charter NEX, Hillside Plastics
- Adaptive re-use of all former Hallmark properties
- Airport Facility Improvements
- Shea Theater and downtown improvements
- Sandy Lane 8MW Solar Project
- Site Readiness project in the Canal District
- Constructed new Public Works Facility
- Farren closed (2021)
- Hallmark School Closed (2016)
- Southworth paper Closed (2016)
- List of closed/restricted bridges has grown
- Mounting physical building and sewer system repairs and upgrades



# Airport Industrial Park



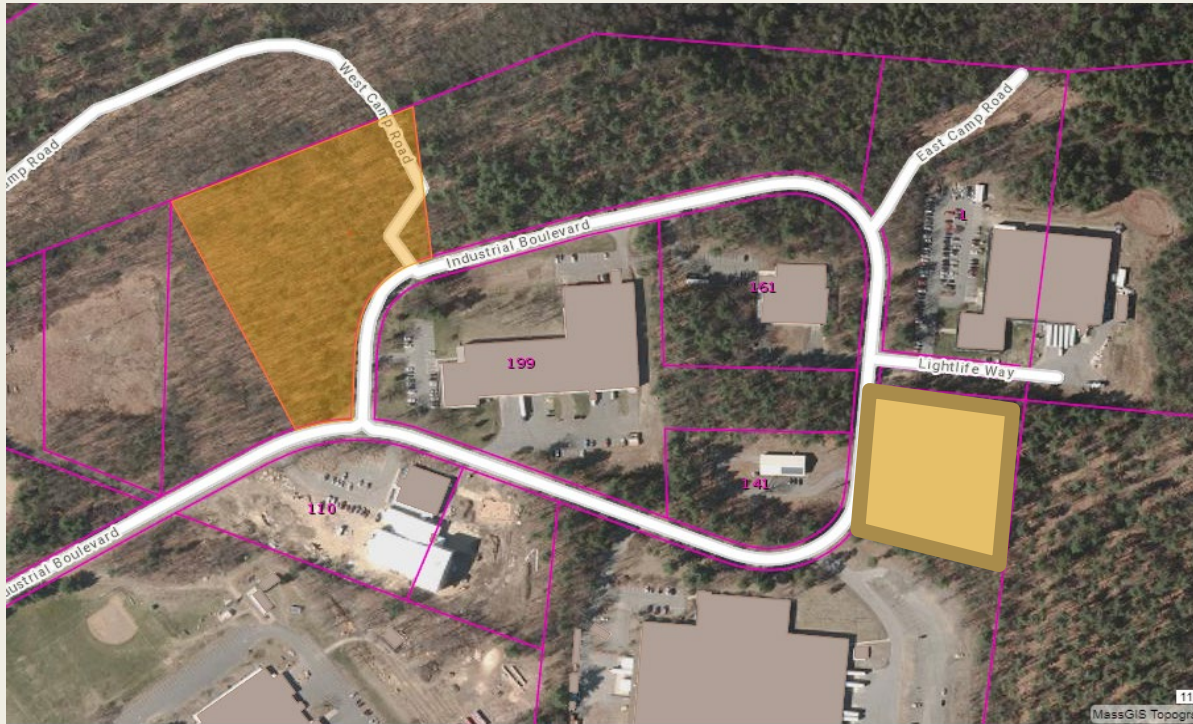
## ■ GOALS

- *To maintain the Airport Industrial Park as one of the primary employment centers in Franklin County*
- *To capitalize on the Airport as an asset to economic development*

## ■ Actions

- *Market and develop remaining industrial lots on Industrial Boulevard (Lots 13A and C)*
- *Enforce Industrial Park Covenants for current and new development*
- *Work with land use boards, Selectboard, and TIF committee to support expansion of existing businesses in the Park.*

# Industrial Blvd Lots 13A and 13C



- 2 Development-ready lots
- Water, sewer, cable
- Owned by Montague with EDIC authority to sell
- 13A=3.5 buildable acres
- 13C= 2.3 buildable acres

# Sandy Lane Industrial Area

## ■ GOALS

- *Increase the supply of industrial space and high quality employment opportunities in Montague*
- *Develop low-impact industrial development in a manner consistent with the nearby neighborhoods*
- *Retain expanding business and enhance the region's key market clusters*

## ■ Actions

- *-Sell map 21 Lot 50 (1.27 acres) to Judd Wire for parking expansion*
- *Ensure proper relocation/consolidation Highway Department uses at the site.*
- *Attract light-industrial tenants to develop the 18 acre area behind the transfer station.*

## ■ Planned Investments

- *Burn Dump Cap/ 8MW Solar, FRTA Bus Garage, Sandy Lane reconstruction*

# Sandy Lane Development Opportunity

- 15-18 developable acres off the end of Sandy Lane
- can accommodate a light manufacturing facility of up to 100,000 square feet in floor area.
- final development opportunity in the park/ only opportunity for large scale development in town.



# Canal District Revitalization

## ■ GOALS

- *Achieve adaptive and/ or productive re-use of the former mill sites*
- *-Improve the physical condition of historic-industrial buildings and the infrastructure around them*
- *-Remove barriers to private development including the remediation of environmental problems at these industrial sites, selective demolition, and solving infrastructure/access issues.*

## ■ Actions

- *-Identify end use and transfer municipal ownership of Strathmore Mill (20 Canal Rd) to a responsible developer.*
- *-Redevelop 11-15 Power Street/ Griswold Mill for housing and mixed use.*
- *-Develop river access and recreation at 8 Canal Road*
- *Support Bridge Replacement and utility upgrades to enable private investment*
- *Consider acquiring 20 Canal Road, 8 canal Road, and 11 Power Street to support Town's redevelopment goals*



# Great Falls Discovery Center Area

- Prime Downtown lot
- 0.35 acres
- Owned by EDIC
- Action: convey property for development into a multi-story commercial / mixed use building





# MONTAGUE EDIC ECONOMIC DEVELOPMENT PLAN

October 2021 Update

Comments to [Planner@montague-ma.gov](mailto:Planner@montague-ma.gov)

Plan available [here](#)



**MEMORANDUM OF AGREEMENT**  
**by and between**  
**TOWN OF MONTAGUE**  
**and**  
**FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**

**To provide DLTA Funding for Professional Engineering Services**  
**For Regional Sludge Composting Feasibility Study**

This Memorandum of Agreement (hereinafter referred to as "Agreement") is by and between the Town of Montague, Massachusetts (hereinafter referred to as the "Town"), having a usual place of business at 1 Avenue A, Turners Falls 01376, and the Franklin Regional Council of Governments (hereinafter referred to as "FRCOG") doing business at 12 Olive St. Suite 2, Greenfield, MA 01301.

Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

**ARTICLE 1 ENGAGEMENT**

The FRCOG hereby agrees to fund Professional Engineering Services for a Composting Feasibility Study per the attached Agreement between the Town of Montague and Stantec Consulting Services, Inc. from its DLTA funding.

The FRCOG may terminate this Agreement for nonperformance of the subject engineering services required under this Agreement.

In the event that there is a disagreement between the FRCOG and the Town, the terms of this Agreement for Services shall control.

**ARTICLE 2 – RESPONSIBILITIES OF THE TOWN**

The Town shall engage the Engineer for the subject services and manage the project under their own contract agreement. Upon satisfactory completion of the services, the Town will then make an application to FRCOG for reimbursement for up to \$16,500 of those services. The Town shall require statutory minimum insurance requirements of the Engineering firm for the course of their Agreement to protect all parties.

**ARTICLE 3 – TIME OF PERFORMANCE**

The time period covered under this agreement is from Contract signing through December 31, 2021. Time period is based on a state grant which closes December 31, 2021, making extension of this Agreement impractical.

**ARTICLE 4 RESPONSIBILITIES OF THE FRCOG**

FRCOG shall make available to the Town copies of all available information pertinent to the project that are in possession of FRCOG and make reimbursement payment to the Town within 30 days of notification of project completion, but no later than January 5, 2022.



#### **ARTICLE 5 PAYMENT**

The Town is advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of FRCOG and any work performed without the prior written agreement of the FRCOG, shall not be considered as work under this Agreement and payment for such work will not be allowed.

Payment will be made after the submission of an invoice in accordance with this section, typically within two weeks after receipt of invoice from the Town.

The final invoice for this project shall be submitted to the FRCOG no later than January 5, 2022.

The amount to be paid to the Town in this Agreement shall in no event exceed \$16,500.

#### **ARTICLE 6 OWNERSHIP OF WORK PRODUCT**

All "Work Product" is public information. "Work Product" consists of the subject Study including reports, notes, plans, creative materials and other information prepared by the Engineer under contract with the Town under this Agreement. No material prepared in whole or in part under this Agreement shall be subject to copyright laws.

#### **ARTICLE 7 - AMENDMENTS**

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

#### **ARTICLE 8 - ASSIGNABILITY**

The Town shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the FRCOG. No subcontract may be awarded by the Town, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the FRCOG.

#### **ARTICLE 9 - CONFLICT OF INTEREST**

No officer, employee, agent, or member of FRCOG or the Town shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of FRCOG or the Town, whether such interest is direct or indirect. FRCOG and the Town shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

#### **ARTICLE 10 – NON DISCRIMINATION**

The Town shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

#### **ARTICLE 11 – INDEMNITY and INSURANCE**

The Town shall indemnify the FRCOG from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all

claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Town's performance under this agreement but only to the extent and in an amount the Town would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

FRCOG shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the FRCOG's performance under this agreement but only to the extent and in an amount the FRCOG would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L.c. 258.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

**ARTICLE 12 - FORCE MAJEURE**

Neither the Town nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**ARTICLE 13- - ENTIRE UNDERSTANDING**

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the date above written:

For the TOWN OF MONTAGUE:

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

For the FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS:

\_\_\_\_\_  
Linda Dunlavy, Executive Director

\_\_\_\_\_  
Date

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication with respect to programs and services of the FRCOG should contact the American with Disabilities Act (ADA) Compliance Coordinator [civilrights@frcog.org](mailto:civilrights@frcog.org).

For FRCOG Use Only

Contract Reviewed by Procurement amw Finance: cem, 10/28/21 Grant Line # 04-150-15072  
Initial Initial

ATTACHMENT A: FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS COMMITMENT LETTER



October 21, 2021

Steve Ellis, Town Administrator  
Town Of Montague  
1 Avenue A  
Turners Falls, MA 01376

Dear Steve:

I am writing to confirm the FRCOG's commitment of \$16,500 towards the regional sludge composting facility feasibility study being presented and discussed at the October 25, 2021 Montague Board of Selectmen meeting.

The FRCOG is very supportive of assessing the value and feasibility, as well as potential risks, of a regional sludge facility for the region. We are appreciative that Montague is willing and interested in studying whether it can serve as host of such a facility. If found feasible, the FRCOG also commits to assisting Montague with pursuit of and advocating for receipt of ARPA funds to cover costs to site and create a regional composting facility.

As discussed, the funding from the FRCOG must be used before December 31<sup>st</sup>. And, as discussed, there is a potential that additional funds may be available to help offset the cost of the Stantec study pending the status and spending of other FRCOG obligations. If additional funding is available, it too must be spent before December 31, 2021.

I will try to attend the 10/25/21 meeting by Zoom in case your Board has questions about this financial commitment but my availability is dependent on the whims of weather, staffing, mask wearing and whatever other conditions could delay a flight from Chicago. Amanda Doster from the FRCOG stands ready to attend the meeting in my stead if you would find it helpful although Amanda and I both recognize that the expertise and knowledge of Chelsea and Jan Ameen is far more critical.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Linda Dunlavy". The signature is written in a cursive style with a large initial "L".

Linda Dunlavy



October 04, 2021

Proposal

Town of Montague  
Attention: Ms. Chelsey Little, Superintendent Montague WPCF  
34 Greenfield Rd.  
Montague, MA 01351

**Reference:** Composting Facility Feasibility Study

Dear Ms. Little,

Thank you for providing Stantec the opportunity to propose on your compost facility feasibility study. In general, the work is to prepare a study on constructing one of two composting facilities; the first to handle the full biosolids production from the Montague WPCF, the second to process the solids from Montague as well as from other wastewater treatment plants in Franklin County that may have their biosolids dewatered by Montague. The approximate loading for each facility is five and 10 dry tons of biosolids per week respectively. There are two potential sites for the composting facility and either location: the Montague Wastewater Treatment Plant and a land parcel at the end of Sandy Lane in Montague. The study will examine the feasibility and potential odor impacts including all capital, O&M and Net Present Value costs for designing, constructing and operating the compost facility of both sizes Below is the specific scope of work:

**Scope of Work**

The work will consist of feasibility study for the construction of one of two potential composting facilities. Two different sizes of composting facility will be examined; one treating just the solids produced at the Montague WPCF and the second treating the solids produced at Montague, as well as several other municipal wastewater treatment plants in Franklin County. Montague is currently purchasing new dewatering equipment and this equipment will be sized to handle both the Montague solids as well as solids from other municipal facilities. In addition, two sites will be examined: one at the WWTP and the second at a parcel of land at the end on Sandy Lane in Montague. The following will be included in the study:

**1. PFAS Regulatory Review**

- Summary of PFAS Mass and surrounding state Regs
- Testing requirements and methods for PFAS and Metals for Montague, as well as other facility sludge
- End product testing requirements and methods
- State and local permitting requirements

## **2. Third Party Processing/Disposal Alternatives**

- Survey of available third-party processing and disposal facilities available to handle Montagues biosolids in the region (approximately 200-mile radius from Montague)
- Cost of using these facilities (current and projected tip fee and transportation costs)
- Each facility will be surveyed for their ability to accept Montague's solids now and for how far into the future.

## **3. Compost Facility Description for Two Facility Sizes and Sites**

- Mass balance
- ASP technology options
- Facility description
- Operations description
- Sizing of facility components

## **4. Compost Market Options**

- List and contact info for third party marketers
- Discussion of common terms from these contractors such as the need for Montague to seasonally store the compost. Any such storage or other needs will be included in space and processing costs.

## **5. Site Review – capacity of each site to Accommodate Proposed Facility Including any State and Local Regulatory limits on the Use of Each Site**

- 
- Land parcel at the end of Sandy Lane in Montague

## **6. Odor Management – determine potential odor impacts from facilities**

- Four runs of the Screen 3 model - two sites two technologies
- **Engineer's opinion of probable cost for capital, operations, and maintenance**
- **Capital Costs**
  - Construction costs
  - Soft costs
  - Mobile equipment costs
- **O&M Costs**
  - Utilities
  - 
  - Equipment Utilization and operation costs
  - Maintenance/replacement
  - Material testing
  - Revenue – product and tip fees

A draft report will be provided for your review and comment. A virtual meeting will be held to review the comments. A final report will then be provided.

A presentation will be developed and given in a virtual meeting with the Town Selectman and Finance Committee. This is expected to be a single joint meeting.

**Fee**

The work will be billed Monthly on a time and materials basis with a maximum, not to exceed amount of \$35,000. Billing rates for the work are listed in the table below:

Staff	Hourly Billing Rate
Senior Associate	\$207
Design Engineer	\$136
Project manager	\$207
Modeling specialist	\$168
Admin Support	\$100

Stantec is prepared to proceed with the work upon acceptance of this proposal.

Sincerely:



Charles Alix, P.E.  
Senior Associate  
Stantec

65 Network Drive, 2nd Floor  
Burlington, MA 01803-2767  
T: 978-577-1441  
E: [charlie.alix@stantec.com](mailto:charlie.alix@stantec.com)

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
THE TOWN OF MONTAGUE  
AND  
STANTEC CONSULTING SERVICES INC.**

THIS AGREEMENT is made this **1<sup>st</sup> day of November 2021**, by and between the **Town of Montague**, hereinafter called the OWNER and **Stantec Consulting Services Inc.**, with offices at 65 Network Drive Burlington, MA (herein called the "CONSULTANT"):

The OWNER'S Designated Representative under this contract is:

Name Chelsey Little Position/Title Superintendent, Montague Water Pollution Control Facility

Address: 34 Greenfield Rd. Montague, MA 01351-9522

Telephone (413) 773-8865

Email wpcf.supt@montague-ma.gov

The CONSULTANT'S Designated Representative under this contract is:

Name Charles Alix Position/Title Senior Associate

Address 65 Network Drive, Burlington, MA

Telephone (978) 544-1441

Email charlie.alix@stantec.com

WITNESSETH, for consideration hereinafter set forth, the CONSULTANT AND OWNER hereto agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONSULTANT**

1.1 THE OWNER hereby engages the CONSULTANT, and the CONSULTANT hereby accepts the engagement to perform certain professional services hereinafter described as:

**Professional Engineering Services Composting Feasibility Study**

**ARTICLE 2. GENERAL CONDITIONS**

The OWNER agrees that all work be done by the CONSULTANT and all materials to be used on the project shall be in accordance with the standards applicable to the relevant professions employed on the PROJECT.



### **ARTICLE 3. SCOPE OF SERVICES**

This scope of services is found in Attachment A.

### **ARTICLE 4. CONTRACT PRICE AND PAYMENT**

- 4.1.1 For services performed under this AGREEMENT, the OWNER agrees to pay the CONSULTANT a lump sum fee of \$ **35,000** for the scope of services described in the proposal letter attached to this contract.
- 4.2.1 Payments to the CONSULTANT shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 1% per month.
- 4.3.1 For services performed beyond basic services, (additional services) the CONSULTANT shall be compensated in accordance with the procedure established in Article 13.
- 4.4.1 The OWNER agrees to make payment to the CONSULTANT within thirty (30) days of the invoice date for work completed to the OWNER'S satisfaction. If the OWNER fails to make any payment due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT'S statement therefore, except for just cause, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless payment is received by the CONSULTANT within seven (7) days of the notice, the suspension shall take effect without further notice. In the event of a suspension of services due to failure of the OWNER to make payment as agreed in this section, the CONSULTANT shall have no liability of the OWNER for delay or damage caused the OWNER because of such suspension of services.
- 4.5.1 Notwithstanding anything in this AGREEMENT to the contrary, any and all payments that the OWNER is required to make under this AGREEMENT shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

### **ARTICLE 5. TERM OF AGREEMENT AND TIME FOR PERFORMANCE**

- 5.1.1 The CONSULTANT will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER and upon receipt of a Notice to Proceed from the Owner. The CONSULTANT agrees to provide services for the duration of work, starting within two weeks of the Notice to Proceed.

### **ARTICLE 6. KEY PERSONNEL**

- 6.1.1 The CONSULTANT shall provide a list of the names and qualifications of individual staff people who will be assigned to the performance of the CONSULTANT'S obligations under this contract.
- 6.2.1 The OWNER shall have the right to require the CONSULTANT to remove any key

individual from his or her assignment to this PROJECT for cause. The key individual shall receive reasonable notice of any such action.

**ARTICLE 7. CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS**

- 7.1.1 The CONSULTANT shall not employ consultants, except Key Personnel designated in ARTICLE 6, or assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval of and written consent of the OWNER. The OWNER shall not unreasonably withhold such approval. The OWNER may rescind its consent if a consultant or subcontractor is incompetent, irresponsible, or otherwise unsatisfactory, and the CONSULTANT shall remove such consultant or subcontractor from the work. The OWNER'S written consent shall not in any way relieve the CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates or other work or materials furnished.
- 7.2.1 Except as otherwise provided in this contract, whenever the services of the following consultants are required, the CONSULTANT shall employ them within the basic fee for this project: Surveyors, Structural Engineers, Electrical Engineers, Mechanical Engineers, Civil Engineers, Acoustical Engineers, Architects, Landscape Architects and Designers, Cost Estimators, Code Specialists and Specification Writers. Consultants must be registered in their respective disciplines if the applicable General Law requires registration.
- 7.3.1 When the CONSULTANT receives payment from the OWNER, the CONSULTANT shall within 30 calendar days make payment to each consultant whose work was included in the work for which such payment was received from the OWNER. The OWNER shall have the contractual right to investigate any breach of a consultant's contract and to take corrective measures necessary for the best interest of the OWNER.

**ARTICLE 8. STATUTORY COMPLIANCE**

- 8.1.1 This AGREEMENT will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the AGREEMENT shall conflict with any provisions or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B: Procurement of Goods and Services  
General Laws Chapter 30 Sec. 39 et seq: Public Works Contracts  
General Laws Chapter 149, Sec 44A et seq: Public Buildings Contracts

- 8.2.1 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this

AGREEMENT. To whatever extent any provision of this AGREEMENT shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 8.3.1 The CONSULTANT shall exercise due care in accordance with generally accepted standards of professional practice, and perform the work required under this AGREEMENT in conformity with all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the CONSULTANT shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the CONSULTANT'S failure to comply with the provisions of this Article and shall indemnify the OWNER against any liability incurred as a result of a violation of this section, in place at the time of this Agreement's execution.

## **ARTICLE 9. INSURANCE**

### General Liability Insurance

- 9.1.1 The CONSULTANT shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operation the CONSULTANT performs, the CONSULTANT shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury, death and property damage.

### 9.2.1 Automobile Liability Insurance

The CONSULTANT agrees to hold the Town of Montague harmless from the liability of any accidents, deaths or injuries, or destruction of property, caused by or incurred by employees of the CONSULTANT while engaged in the implementation of this contract.

### 9.3.1 Professional Services Liability Insurance

The CONSULTANT shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of One Million Dollars (\$1,000,000) per claim and in the aggregate, and maintain such policy from the time that this CONSULTANT is signed to the date when all construction work designed under this CONSULTANT is completed and accepted by the OWNER. Since this insurance is normally written on a year-to-year basis, the CONSULTANT shall notify the OWNER should coverage become unavailable.

- 9.4.1 The CONSULTANT shall, before commencing performance of this AGREEMENT, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of this AGREEMENT.

- 9.5.1 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with this AGREEMENT. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the OWNER at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

## **ARTICLE 10. RESPONSIBILITIES OF THE OWNER**

The OWNER without cost to the CONSULTANT, shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

- 10.1.1 Designate in writing a person to act as the OWNER'S representative with respect to work to be performed under this AGREEMENT, such person to have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the work covered by this AGREEMENT.
- 10.2.1 Through its officials and other employees who have knowledge of pertinent conditions, confer with the CONSULTANT regarding both general and special considerations relating to the PROJECT.
- 10.3.1 Assist the CONSULTANT by placing at the disposal of the CONSULTANT all available information pertinent to the PROJECT including previous reports and existing survey data and any other data relative to design or construction of the PROJECT.
- 10.4.1 Waive or pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and obtain such approvals and consents from others as may be necessary for completion of the Project. The CONSULTANT shall assume that the information provided by OWNER is reliable for the purposes of these services. All materials and information provided to the CONSULTANT by OWNER under this contract shall remain the property of OWNER and shall be returned to OWNER upon completion of this contract or upon early termination of this contract; provided, however, that CONSULTANT may retain one copy or such materials and information for archiving purposes.
- 10.5.1 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
- 10.6.1 Cooperate with and assist the CONSULTANT in all additional work that is mutually agreed upon.
- 10.7.1 Pay the CONSULTANT for work performed in accordance with terms specified herein.
- 10.8.1 Develop, organize and implement all public information and participation efforts.
- 10.9.1 CONSULTANT may reasonably rely upon information furnished by OWNER, except where verification of such data is expressly included in the scope of services.

## **ARTICLE 11. LIMITATION OF LIABILITY AND INDEMNIFICATION**

11.1.1 CONSULTANT shall indemnify and save harmless OWNER and all of its municipal boards, commissions, departments, officers and employees against any suits, claims of liability or expenses for or on account of any injuries to persons or damage to property to the extent that same are caused by the negligent acts, errors or omissions of the CONSULTANT in the performance of this AGREEMENT and/or failure to comply with the terms and conditions of this AGREEMENT, whether by CONSULTANT or its employees, consultants or subcontractors.

11.2.1 Hazardous Waste Indemnification's

For the purpose of this AGREEMENT, CONSULTANT shall not be considered an owner or operator of the project site with respect to the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against CONSULTANT, its principals, agents, employees, and consultants unless such claims are based, in whole or in part, upon the negligence, breach of AGREEMENT, warranty, indemnity, or other obligation of CONSULTANT, its principals, agents, employees and consultants.

11.2.2 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the CONSULTANT. The OWNER also warrants that he or she has done his or her best to inform the CONSULTANT of such known or suspected hazardous materials' type, quantity and location.

11.2.3 As the OWNER's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT and not against any of the CONSULTANT's employees, officers or directors.

11.2.4 Neither the OWNER nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this AGREEMENT or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

**ARTICLE 12. NOTICE**

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

**ARTICLE 13. EXTENSION OF SERVICES**

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated into written amendments to this AGREEMENT.

#### **ARTICLE 14. OWNERSHIP AND USE OF DOCUMENTS**

One (1) reproducible copy of all reports, design drawings, field data, calculations, estimates, and other documents and records (collectively referred to as "documents") which CONSULTANT prepares as instruments of service shall become the property of the OWNER upon payment in full to CONSULTANT under this AGREEMENT. Any re-use of such documents without CONSULTANT's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to CONSULTANT or to CONSULTANT'S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the CONSULTANT'S rights under this AGREEMENT.

#### **ARTICLE 15. TERMINATION**

- 15.1 The OWNER may terminate this AGREEMENT, without cause, upon ten days written notice to the CONSULTANT. In the event of such termination, the CONSULTANT shall be compensated for all services performed prior to termination.
- 15.2 If the PROJECT is suspended or abandoned in part for more than three (3) months, the CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due.
- 15.3 If the PROJECT is resumed after being suspended for more than nine (9) months, the CONSULTANT'S compensation shall be equitably adjusted.
- 15.4 In the event of termination by the OWNER, the CONSULTANT will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 4 of this AGREEMENT.

#### **ARTICLE 16. GENERAL PROVISIONS**

##### 16.1 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the CONSULTANT'S services.

##### 16.2 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid

enforceable provision that comes as close as possible to the intention of the stricken provision.

**ARTICLE 17. PROVISIONS REQUIRED BY MASSACHUSETTS LAW**

- 17.1 The CONSULTANT hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this AGREEMENT. (Statutory reference: M.G.L. c. 7, §38H (e) (i))
- 17.2 The CONSULTANT hereby certifies that no consultant to or subcontractor for the CONSULTANT has given, offered or agreed to give any gift, contribution or offer of employment to the CONSULTANT, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the CONSULTANT. (Statutory reference: M.G.L. c. 7, §38H (e) (ii))
- 17.3 The CONSULTANT hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the CONSULTANT, has been retained or hired by the CONSULTANT to solicit for or in any way assist the CONSULTANT in obtaining this AGREEMENT upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this AGREEMENT to the CONSULTANT. (Statutory reference: M.G.L. c. 7 § 38H (e) (iii))
- 17.4 The CONSULTANT hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the CONSULTANT filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c. 7, §38H (e) (iv))

**ARTICLE 18. DISCLOSURE RIGHTS**

OWNER agrees the CONSULTANT has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.


**TAX COMPLIANCE STATEMENT**

Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that Stantec Consulting Services Inc., to my best knowledge and belief, has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Date 10/26/21

Charles Alix  
Typed or Printed Name of Person Signing

  
Authorized Official's Signature

Stantec Consulting Services Inc  
Company or Corporation



**NON-COLLUSION STATEMENT**

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that AGREEMENT has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, entity, or group of individuals.

Date 10/26/21

Charles Alix

Typed or Printed Name of Person Signing



Authorized Official's Signature

Stantec Consultong Services Inc

Company or Corporation

**CERTIFICATE OF VOTE**

At a duly authorized meeting of the Board of Directors of

\_\_\_\_\_ held on \_\_\_\_\_,

it was unanimously voted to authorize \_\_\_\_\_

its \_\_\_\_\_ to sign any and all bid and contract documents on

behalf of the Corporation. I further certify that said vote remains in full force and effect and

has not been rescinded or modified as of the date below.

Date \_\_\_\_\_

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Clerk

SEAL:

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

Accepted for the OWNER, TOWN OF MONTAGUE, by its Selectboard:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date

Accepted for the CONSULTANT, \_\_\_\_\_ by:

\_\_\_\_\_  
Project Manager  
\_\_\_\_\_  
Date

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

By: \_\_\_\_\_  
Accountant, Town of Montague

Date: \_\_\_\_\_

A TRUE COPY, ATTEST:

By: \_\_\_\_\_  
Clerk, Town of Montague

Date: \_\_\_\_\_

OWNER'S Massachusetts Sales and Use Tax Certificate Exemption Number \_\_\_\_\_

EXHIBIT A

SCOPE OF WORK