

MONTAGUE SELECTBOARD MEETING
Town Hall, 1 Avenue A, Turners Falls, MA 01376
Monday, December 20, 2021

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: <https://us02web.zoom.us/j/89825885111>

Meeting ID: 898 2588 5111 **Password:** 779540

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

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 December 6 and 13, 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. 6:35 COVID Updates
 - Review of COVID Case Counts and Trends
 - Discuss any other needed response to COVID situation
 - Update on COVID Test Kits & Distribution Strategy
5. 6:50 Brian McHugh, Director of Community Development, FCRHRA
 - Authorization to Disburse Payment #1 to Berkshire Design Group in the amount of \$134 for the Shea Theater Sidewalk Project funded through the town's FY20 Community Development Block Grant
 - Authorize spending \$1,500 for ground penetrating radar of the Colle/Shea Streetscape project area, Unexpected Engineering
6. 7:00 Chelsey Little, WPCF Superintendent
 - Award contract for sludge cake hauling & disposal with New England Waste Services of ME, Inc. (Casella)
 - Update on Compost Feasibility Study Progress
7. 7:15 Execute 30B Purchasing Agreement for Building Roof Assessments with Northeast Roof Consultants, LLC, \$7,110
8. 7:25 Potential Winter Town Meeting Dates
9. 7:35 To approve Annual Permit Applications and Licenses as set forth in the attached listing
10. 7:45 Request for On Premise, Section 12 Licenses to remain open until 2:00 AM on January 1, 2022

MONTAGUE SELECTBOARD MEETING
Town Hall, 1 Avenue A, Turners Falls, MA 01376
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11. 7:50 Town Administrator's Business
- Execute Purchase and Sale Agreement, 4 Sandy Lane (Assessors Map 21, Lot 150) 1.27 acres, \$55,000
 - Update on Community Prevention Program RFP
 - Discussion of ARPA Priorities and Public Input
 - Update regarding FRTA timeline for initial site work on Sandy Lane
 - Topics not anticipated in the 48 hour posting
12. 8:10 Executive Session: To discuss strategy with respect to potential litigation where an open meeting may have a detrimental effect on the bargaining or litigating position of the Town, pursuant to G.L. c 30A, Section 21(a)(3)
13. 8:20 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, January 3, 2022 at 6:30 PM via ZOOM

2022 Licenses

Liquor Licenses	
BREWERY/WINERY POURING PERMIT - SEATING UNDER 50	\$55.00 each
Brick & Feather Brewery, Inc.	78 11th Street, Turners Falls
Element Brewing Company dba Element Brewing Co. LLC	16 Bridge St, Miller Falls
Pioneer Valley Brewery, LLC	151 Third St, Turners Falls
CLUB, ALL ALCOHOL	\$362.50 each
Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Montague Bpo Elks Lodge 2521	1 Elk Ave, Turners Falls
St. Kazimierz Society dba St. Kazimierz Society	197 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls
Turners Falls Rod & Gun Club, Inc.	15 Deep Hole Road, Turners Falls
GENERAL ON PREMISES - Wines & Malt	\$290.00 each
Sow Loud, LLC dba The Upper Bend	112 Avenue A, Turners Falls
Shea Theater Arts Center, Inc.	71 Avenue A, Turners Falls
PACKAGE STORE, ALL ALCOHOL	\$975.00 each
Bryan Call dba Crestview Liquors	68 Unity St, Turners Falls
Slow Village Ahead dba Montague Village Store	60 Main St, Montague
Purple Meadow Ventures, Inc. dba Connecticut River Liquor & Wine	123 Avenue A, Turners Falls
Sahirat, LLC dba Carrolls Market	33 East Main St, Millers Falls
PACKAGE STORE, WINES and Malt	\$550.00 each
Crooked River Corp. dba Food City	250 Avenue A, Turners Falls
RESTAURANT, ALL ALCOHOL	\$525.00 each
Arthur Binaco & Merchant dba Five Eyed Fox	37 Third Street, Turners Falls
Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Crystal Spring Investments, LLC dba Millers Pub	29 East Main St, Millers Falls
Hubies Tavern Inc. dba Hubies Tavern and Restaurant	66 Avenue A, Turners Falls
Pamela Tierney dba Black Cow Burger	125 Avenue A, Turners Falls
Riff's Inc. dba Riff's, North	166 Avenue A, Turners Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
Secondhand Smoke, Inc. dba North Village Smokehouse	32 Federal St, Millers Falls
Thomas Memorial Golf & Country Club	30 Country Club Ln, Turners Falls
Watershed Restaurant, LLC dba Watershed Restaurant	440 Greenfield Rd, Montague
RESTAURANT, WINES and MALT	\$290.00 each
Argy Pizza, Inc. dba Turners Falls Pizza	119 Avenue A, Turners Falls
CVB Harvest LLC dba Great Falls Harvest	50 Third St, Turners Falls
Lady Killigrew Café, Inc. dba Lady Killigrew Café, Inc.	444 Greenfield Rd, Montague
Shady Glen, Inc dba Shady Glen	7 Avenue A, Turners Falls
CURRENTLY NOT OPEN	

Miscellaneous Licenses - (with Liquor Licenses)	
AUTOMATIC AMUSEMENT	\$22.50 each device
Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Millers Pub	29 East Main St, Millers Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Montague B.P.O Elks # 2521	1 Elk Ave, Turners Falls
St. Kazimierz Society	197 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls
ENTERTAINMENT	\$27.50 each
Arthur Binaco & Merchant dba Five Eyed Fox	37 Third Street, Turners Falls
Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Great Falls Harvest	50 Third St, Turners Falls
Element Brewing Company	16 Bridge St, Miller Falls
Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Millers Pub	29 East Main St, Millers Falls
Montague Elks #2521	1 Elk Ave, Turners Falls
Pioneer Valley Brewery, LLC	151 Third Street, Turners Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
St. Kazimierz Society	197 Avenue A, Turners Falls
Secondhand Smoke, Inc. dba North Village Smokehouse	32 Federal St, Millers Falls
Shea Theater Arts Center, Inc.	71 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls
Thomas Memorial Golf & Country Club, Inc.	30 Country Club Ln, Turners Falls
Turners Falls Rod & Gun Club	15 Deep Hole Road, Turners Falls
Watershed Restaurant, LLC dba Watershed Restaurant	440 Greenfield Rd, Montague
COMMON VICTUALLER	\$20.00 each
Argy Pizza, Inc. dba Turners Falls Pizza	119 Avenue A, Turners Falls
Arthur Binaco & Merchant dba Five Eyed Fox	37 Third Street, Turners Falls
Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Black Cow Burger	125 Avenue A, Turners Falls
Crooked River Corp. dba Food City	250 Avenue A, Turners Falls
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Sow Loud, LLC dba The Upper Bend	112 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls



**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**
241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289

AUTHORIZATION TO DISBURSE No. 1
Invoice # 2021-187-1
TOWN OF MONTAGUE FY20 (6J)
AVENUE A STREETScape PHASE III
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060

Date: December 14, 2021

Original Contract Amount:	26,400.00
Total Contract	26,400.00
Total Paid to Date:	\$0
Balance:	26,400.00
This Invoice:	134.00
Balance:	26,266.00

Work Items Complete:

See attached invoice dated: December 14, 2021 FY2020 CDBG Funds allocated: \$134.00	FY2020 CDBG \$ 134.00
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I reviewed this invoice on December 14, 2021 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$134.00**



Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



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

Town of Montague Planning Dept.
Mr. Walter Ramsey, AICP
1 Avenue A
Turners Falls, MA 01376

INVOICE # 2021-187-1

December 14, 2021

Project No: 2021-187

Re: Montague - Shea Theater - Avenue A Streetscape

For professional landscape architectural, civil engineering and land surveying services listed below for the period November 1, 2021 to November 30, 2021:

Email invoices to: bmchugh@fcrhra.org, spleasant@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Bidding	\$6,700.00	2.00%	2.00%	\$134.00
Construction Administration	\$19,700.00	0.00%	0.00%	\$0.00
	<u>\$26,400.00</u>			
Subtotal Task Charges				\$134.00
INVOICE TOTAL				\$134.00

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

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

Martin Geo-Environmental, LLC

P.O. Box 646

Belchertown, MA 01007

Estimate

Date	Estimate #
12/16/2021	1425

Name / Address
Berkshire Design Group 4 Allen Place Northampton, MA 01060

			Project
Description	Qty	Rate	Total
Carlos Nieto-Mattei			
Site: Avenue A, Turners Falls MA			
Work Scope: GPR survey: approximately 26x140' area			
GPR Location Services	1	1,200.00	1,200.00
Report	1	300.00	300.00
Total			\$1,500.00



COPY



November 16, 2021

Town at Montague Water Pollution Control Facility
Chelsey Little, WPCF Superintendent
34 Greenfield Rd
Montague, MA 013

RE: Bid-Sludge Cake Hauling and Disposal Services

Dear Chelsey,

New England Waste Services of ME, Inc ("Casella") is able to provide the Town of Montague ("Town") with the following proposal for the hauling and disposal of the sludge cake and grit generated at the Town's Water Pollution Control Facility located at 34 Greenfield Rd, Montague MA, 01351. As the leading resource management company in the Northeast, we have over three decades of experience of managing and processing municipal sludge. As such, we believe Casella is the most qualified partner to meet the Town's needs.

Paramount to Casella's success is our strength as an organization, which begins with selecting the best individuals to be a part of our team. We are committed to building a diverse workforce that is passionate about serving our customers, adhering to the highest ethical standards, complying with all state and federal regulations, and improving our communities and environment.

Casella understands the Town of Montague is currently assessing the feasibility of sludge cake composting. As the largest marketer of Class A biosolids in New England, Casella would be happy to discuss any compost marketing needs the Town may have.

We understand the requirements for services as outlined in the Invitation for Bid (IFB) and have received Addendum #1, Sludge Cake Hauling Fuel Adjustment and the revised Cost Proposal Form.

We feel this proposal reflects our desire to establish an esteemed partnership with the Town of Montague. We have outlined our qualifications, references and scope of services in the following pages. If at any time you have any questions, please feel free to reach out to Shannon Carroll, Strategic Account Manager, at (914) 924-3195 with any questions.

Sincerely,



Bob Cappadona
Vice President

MONTAGUE WPCF SLUDGE CAKE HAULING AND DISPOSAL

FISCAL YEAR COST PROJECTIONS SUMMARY

Casella's Bid for Sludge Cake Hauling and Disposal Services

	2 ND HALF FY22 (January 2021-June 30, 2022)	FY23 (July 2022-June 2023)	FY24 (July 2023-June 2024)
Per Wet Ton	\$215.50	\$223.25	\$239.00
Per Year (1560 Wet Tons)	\$168,090	\$348,270	\$372,840

- Montague WPCF estimates 30 wet tons per week are produced for hauling and disposal
- Per wet ton pricing includes hauling and disposal
- Disposal facility: New England Waste Service of VT, Inc Landfill in Coventry, VT

Who We Are

Casella is the Northeast's most experienced resource management company, with headquarters in Rutland, Vermont. Founded in 1975 with a single truck, Casella has grown its operations to over 100 owned and operated facilities across six Northeastern states, providing services to residential, commercial, municipal, industrial, and institutional customers. We service nearly 200,000 customers in our Northeast operating footprint, provide curbside collection service to over 485,000 households, and provide professional resource management services to over 10,000 customer locations across 42 states. We are the largest recycler in the Northeast, recovering nearly 800,000 tons of recyclables and 450,000 tons of organic residuals each year. Today, Casella is the preferred service provider and maintains contracts with over 400 municipalities and 80 Wastewater Treatment Plants across the Northeast.

What We Do

We apply expertise and best practice, and innovations gained through experience with hundreds of communities throughout the Northeast to recommend opportunities for improved efficiency, waste reduction, and cost savings.

Heard in before, Here's how we're different:



True Sustainability: We develop resource solutions that are sustainable in every sense of the word. They are practical and safe for your operations, cost-effective for your budget, and good for the environment.



Experience: We've been in this business for over three decades. We've seen fad technologies come and go, and we know what works and what lasts. We can help find the solutions that work for your community.



Full-Service Solutions: We provide one point of contact for all your resource management needs, backed up by a team of experts and partners to support your organization's needs. We recycle traditional recyclables, organics, and hard-to-recycle materials. We provide collection, processing, recycling, energy recovery, disposal, and a range of education, technical assistance, reporting, and engagement programs.



Innovation: We love a challenge. Show us your hard-to-recycle byproducts and give us the chance to leverage our expertise and networks to put those resources to productive use.

Casella has built a network of beneficial use facilities to meet our customers' needs throughout the Northeast.



Partnering for Success

We view Municipal work as a partnership. Our over-arching goal is to provide the highest level of service and satisfaction to our municipal partners. We see no merit where one partner wins and one partner loses. Everything we do is in the best interest of both parties.

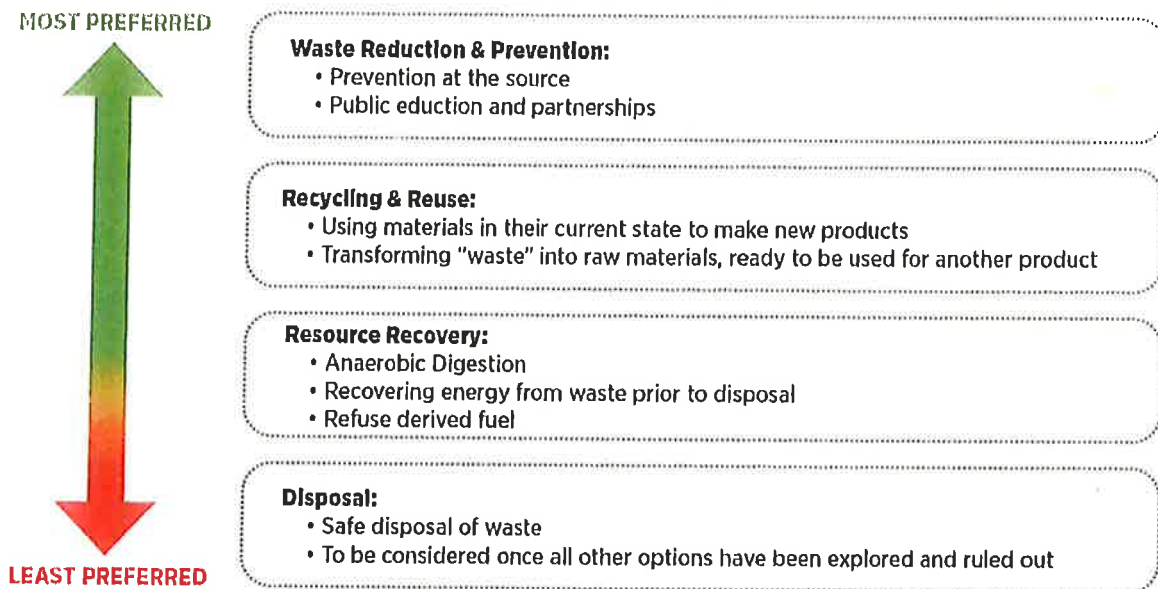
Public-Private partnership can have extensive benefits to host communities and Casella has effectively partnered with many municipalities to provide curbside collection, operate landfills, transfer stations, recycling facilities, and land application programs throughout the Northeast. Some of the major benefits Casella would like to extend to the Town of Montague, include:

- Reliable and local service.
- State-of-the-art equipment and facilities.
- Company resources and experience.
- Keep your community clean, safe, and attractive, improving its reputation and image.
- Increased recycling and diversion rates.
- In-house marketing and Community Engagement team.
- Experienced permitting and compliance team.

How We Do It

Commitment to Service- Casella believes in the public-private partnership model. A basic tenet of that model includes both entities sharing all benefits available from the partnership and both partners are involved in a state-of-affairs that provides a win for each. We are committed to providing consistent, professional, and timely services and being environmental stewards for your community.

The Concept of Integrated Solid Waste Management- How Casella Applies This:

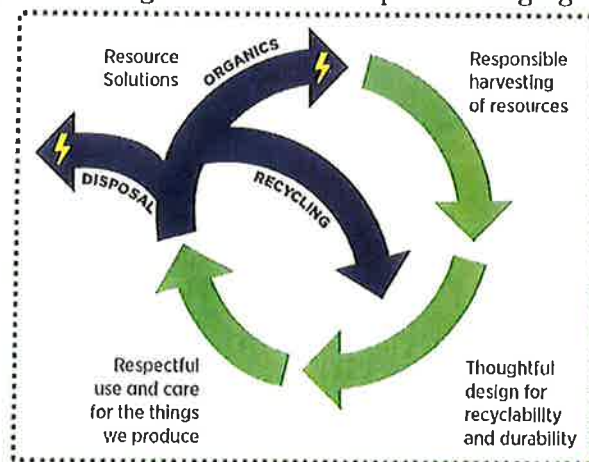


Waste Reduction & Prevention

We live in a closed-loop environment. Everything is connected. An innovative approach to managing today's waste includes the realization that renewing the life cycle of the products our communities consume is a critical step in reducing waste. The concept of managing solid waste means giving trash new purpose and new life. It's about turning waste into a resource.

Casella believes that improving the lives of our customers and those in the communities we serve encompasses the three pillars of sustainability:

1. **Economic Development**
2. **Environmental Leadership**
3. **Social Responsibility**



Scope of Work

Sludge Management Plan

Casella will remove full containers of the Town's sludge from the dewatering building and transport the material to the recycling/disposal outlet(s). Service to the Town will be managed and dispatched from Casella's New Hampshire office during regular business hours, Monday through Friday. Casella reserves the right to direct the sludge to any disposal facilities as needed, provided that they are operated in full compliance with Federal and State law.

Containers and Loading-Sludge

Casella will provide the Town with a 55-65 cubic yard dump trailer similar in size to what is has been used to transport the sludge in the past. Multiple additional dump trailers of similar size will always be available to swap with when a full dump trailer is picked up. The dump trailers will be watertight and equipped with covers and a gasketed gate for loading and transportation. The maximum capacity of the Containers will be approximately 32 tons unless otherwise determined and communicated to the Town by Casella.

Casella's pricing for this response does assume that we will only be asked to remove full loads containing a minimum of 28 tons of sludge. We will work with the Town to help ensure that containers can be fully loaded with a minimum of 28 tons. Casella will indicate to the Town the approximate volume to be loaded in each container and the Town will be responsible for filling each container to the level indicated by Casella should it be different the 28 tons. Casella anticipates having immediate access to the container when they arrive for a pickup. Casella will weigh the full containers on a certified scale either at the disposal location or on route that is acceptable to the Town. These certified scale tickets will be the method of measurement for each load.

Schedule

Casella will work with the Town to prepare a mutually agreeable schedule each Friday for the following week's service. Casella is prepared to provide service Monday through Fridays, exclusive of holidays. The Town and Casella will utilize Casella's online "Formstack" tool to facilitate scheduling (accessible from a desktop PC, or mobile device). From previous conversation with the Town, Casella understands that we will have access to the Plant from 6 AM to 3 PM, Monday through Friday. Service for the removal of full containers will typically be provided at 6 AM. The Schedule may be changed in cases of emergency, with 24 hours' notice. Should a scheduled load be canceled with less than 24 hours' notice a cancelation fee will apply.

Transportation

Casella will subcontract the transportation of the sludge to our long-time partner, Goulet Trucking located at 20 Industrial Dr W in South Deerfield, MA 01373. Goulet Trucking can be reached at (413) 665-1323 and is owned by Paul Jordan. A COI from Goulet trucking, listing Montague, MA as additionally insured has been included with this proposal. In order

to ensure a high level of service, all correspondence regarding our subcontractor should be directed to the Logistics Team. Via Goulet, Casella will transport the full dump trailers to the disposal outlets.

Per Addendum #1, Casella will identify 47% of wet ton price to be associated with fuel. Casella is prepared to charge a fuel surcharge or credit a fuel surcharge as laid out in Addendum #1.

Disposal Outlets and Permits

Casella will dispose or recycle conforming sludge generated by the Town at a fully permitted disposal sites. Casella has access to a network of facilities, owned and operated by Casella as well as a network of facilities owned by third parties. All facilities are licensed and permitted to accept sludge for disposal and Casella reserves the right to utilize any of these facilities. Without exception, any outlet where we deliver the Town's sludge for treatment or disposal will be in full compliance with all permits and in compliance with 40 CFR 503 regulations, if applicable. Regardless of the disposal facility used, Casella will bear all costs associated with use of any disposal outlets.

Casella is licensed to transport sludge in Massachusetts and throughout New England, New York and Canada. Goulet Trucking, our contract hauler will have the same licensing and relevant permits.

Sludge Quality Standards and Quantities

The Town is expected to provide sludge that is free of any trash, free liquids, hazardous waste, or other debris and does not create nuisance odors. Sludge will be considered conforming to this quality standard ("Conforming") if the sludge continues to meet the requirements for disposal at Casella owned disposal facilities. All other sludge, including Hazardous Waste, will be considered Non-Conforming. As part of our standard services, we are prepared to take title to Conforming sludge upon removal from the Town's Plant. Casella will not take title to Non-Conforming sludge. A review of the analytical data included in the IFB indicate that the sludge is Conforming, assuming that the existing odor control measures are working, and there is no free liquid in the low total solids loads. However, several parameters are missing from the analytical data provided with the IFB. This bid proposal is conditioned on the Town providing the missing analytical and it being deemed satisfactory to gain approval into Casella landfills. In addition to what has already been provided, the Town needs to provide the following:

- Total Releasable Sulfide
- Total Releasable Cyanide
- pH
- Linear Burn Rate (Ignitability)
- Free Liquids (Paint Filter)
- Sulfate (EPA Method 9056)

Testing Requirements

The Town of Montague is expected to continue annual sludge analytical compliance testing as required by your existing operating permits, testing the parameters needed to gain approval into the disposal sites chosen by Casella. If any additional permits are required, they will be obtained by Casella at our own expense, however the Town would be expected assist by providing information and speaking to regulators as needed to obtain such permits.

Reporting

As the manager of the sludge, we will provide itemized reports tracking the transportation and disposal and other operational information regarding our services. Casella will utilize a manifest system that will:

- Assign a unique identification number for each load of sludge removed
- Provide traceability, and proper transfer of responsibility for all of the sludge removed, transported, and disposed under the contract.
- Document the hauler, tractor number, container number, and disposal location.
- Be signed by representatives of both the Town and Casella's subcontractor.
- Provide the basis for payment under the contract by documenting the weight of the sludge removed.

Casella will provide a report documenting this information by the 20th of each month for the preceding month. Per the Town's requirement, we will provide electronic copies of the weight slips for each load that is shipped as well.

Insurance & Indemnification

Due to the level of public scrutiny and concern for waste management in general, and because of the nature of the waste materials themselves, there is significant risk of lawsuits and claims. It is important for Montague to be protected from negligent acts and possible environmental or other damages. While the best prevention is a responsible vendor, indemnification offered by a fiscally strong company is an important additional safeguard.

Casella maintains the full range of insurance requirements listed in the IFB as does our subcontract, Goulet Trucking. Indemnification is offered as required and provides considerable additional protection, given the financial strength of our parent company, Casella Waste Systems of Rutland, VT.

~Remainder of page left intentionally blank~

Exceptions to Contract

Casella would prefer to negotiate a mutually agreeable "Residuals Management Agreement". Such an Agreement will better codify the specifics associated with managing the Town's sludge. However, if the Town would prefer to utilize the included agreement for this service, we respectfully request the following modifications to the contract language:

- To the greatest extent allowed by law, the indemnification should be reciprocal
- Casella would prefer the right to offset be removed
- Casella would like a definition for non-conforming waste, including hazardous waste to be included. Additionally, Casella will not take title to non-conforming waste.

References

We believe the best testament to our performance comes from our customer. Should you wish to reach out to some of your neighboring communities, the following list would certainly be willing to share their experiences in partnering with Casella.

City of Chicopee, Massachusetts

Name: Quinn Lonczak

Title: Project Supervisor

Phone: (413)-594-3585

Email: qlonczak@chicopeema.gov

Address: 80 Medina Street, Chicopee, MA

Partnership: Casella provides hauling and disposal of sludge cake from the City of Chicopee's wastewater treatment facility. *(Approximately 7,400 tons annually)*

Town of Billerica, Massachusetts

Name: Abdul Alkhatib

Title: Director, Department of Public Works

Phone: (978)-671-0955

Email:

Address: 365 Boston Road, Billerica, MA

Partnership: Casella provides hauling and disposal of sludge cake from the City of Billerica's wastewater treatment facility. *(Approximately 7,000 tons annually)*

South Essex Sewage District, Massachusetts

Name: Dave Michelson

Title: Executive Director

Phone: (978)-744-4550

Email:

Address: 50 Fort Ave, Salem, MA

Partnership: Casella provides hauling and disposal of sludge cake from the South Essex Sewage District's wastewater treatment facility. *(Approximately 30,000 tons annually)*

City of Lowell, Massachusetts

Name: Mark Young

Title: Executive Director

Phone: 978-674-4248 x 1601

Email:

Address: 451 First Street Blvd, Lowell, MA

Partnership: Casella provides hauling and disposal of sludge cake from the City of Lowell's wastewater treatment facility. *(Approximately 24,000 tons annually)*

**COST PROPOSAL FORM: SLUDGE CAKE HAULING & DISPOSAL
MONTAGUE, MA**

2.5-YEAR CONTRACT

January 1, 2022 – June 30, 2024

REVISED 11/16/21

- Montague WPCF estimates 30 wet tons per week is produced for hauling and disposal
- The lowest price will be calculated using 780 wet tons for the first six months and 1560 wet tons for years 2 and 3
- PER WET TON pricing includes hauling and disposal.

Period 1 1/1/22 – 6/30/22	Period 2 7/1/22 – 6/30/23	Period 3 7/1/23 – 6/30/24
\$215.50	\$223.25	\$239.00

% of wet ton price for transportation only (if not equal for all terms then indicate each period separately): 47%

** Indicate the cubic yard size of the collection/transportation vehicle: 55-65 cu yards-all containers will hold a minimum of 28 tons

** Indicate disposal facility name and location: New England Waste Service of VT, Inc Landfill

Coverbury, VT

Company Name: New England Waste Service of ME, Inc

Legal Address: 110 Main St, Suite 1308 Saco, ME 04072

Telephone: 617 242 7764

Email: Bob.Cappadona@Casella.com

Signature of Authorized Officer: 

Date: 11/18/21

Name of Authorized Officer: Bob Cappadona

TOWN OF MONTAGUE WATER POLLUTION CONTROL FACILITY
Invitation for Bids –Sludge Cake Hauling and Disposal


ATTESTATION CLAUSE
SLUDGE CAKE HAULING & DISPOSAL
MONTAGUE, MA

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to my best knowledge and belief, the bidder identified below has filed all state tax returns and paid all state taxes required by law, and has follow state laws related to reporting employee and contractor wages and withholdings, and submitting child support payments.

01-0329311
Social Security Number or
Federal Identification Number
(optional)

New England Waste Services of ME, Inc.
[Signature of Individual or Corporate Name]

November 4, 2021
Date


By: Corporate Officer (if applicable)

TOWN OF MONTAGUE WATER POLLUTION CONTROL FACILITY
Invitation for Bids –Sludge Cake Hauling and Disposal
CERTIFICATE OF NON-COLLUSION
SLUDGE CAKE HAULING & DISPOSAL
MONTAGUE, MA

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



Signature of Individual or
Corporate Officer

John W. Casella
Printed Name

New England Waste Services of ME, Inc.
Corporate Name

November 4, 2021
Date

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of New England Waste Services of ME, Inc. (d/b/a Casella Organics), it was voted that John W. Casella, President; and/or Robert Cappadona, Vice President are each authorized to execute any and all contract documents for the Town of Montague, Massachusetts' Invitation for Bids titled Sludge Cake Hauling and Disposal Services. In the name of and on behalf of New England Waste Services of ME, Inc., all such documents shall be valid and binding upon this company.

A True Copy Attested,

Company Name: New England Waste Services of ME, Inc.

d/b/a Casella Organics

Address: 110 Main Street, Suite 1308

Saco, ME 04072

Name & Title of Signatory: John W. Casella,
President and Secretary of
New England Waste Services of ME, Inc.

Date: November 4, 2021

I hereby certify that I am the Secretary of New England Waste Services of ME, Inc. and that the above vote has not been amended or rescinded and remains in full force and effect as of the date written above.

Signature: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2021

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
7 Park Central
12750 Merit Drive, Suite 1000
Dallas TX 75251

CONTACT NAME: Maria Hines

PHONE (A/C, No, Ext): 972-663-6174

FAX (A/C, No): 972-663-6075

E-MAIL ADDRESS: maria_hines@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: XL Insurance America, Inc.

24554

INSURER B: Lloyd's Syndicate 3623 (Beazley Furlonge Limited)

INSURER C: Lloyds' Syndicate 2623/623 (Beazley Furlonge Ltd)

INSURER D:

INSURER E:

INSURER F:

INSURED
New England Waste Services of Maine, Inc.
dba Casella Organics
110 Main Street, Suite 1308
Saco ME 04072

COVERAGES

CERTIFICATE NUMBER: 1791464384

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
							PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			US00075159L121A	4/30/2021	4/30/2022	EACH OCCURRENCE
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE
							See participation bel
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
C	Pollution Liability			W1E7A2210501	4/30/2021	4/30/2022	Pollution Each Claim
B	Contractors Professional Liability			W1E7A8210501	4/30/2021	4/30/2022	Pollution Aggregate
							E&O Limit Aggregate

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

When coverage for additional insured, waiver, and primary, non-contributory is included in underlying General Liability, Auto, and Work Comp policies, the umbrella follows form per endorsement CUU 050-0805 for all applicable parties. Umbrella does not cover over pollution policy. Pollution limits do not stack.

Umbrella Participating carriers: XL Insurance American, Inc., Everest Indemnity XC5EX01311-211; Endurance American Specialty Insurance Co., XSC30001047302; Westchester Surplus Lines Insurance Co G7180334A002; Landmark American Insurance Co LHA093857; Lexington Insurance Co., 18303159 Great American Assurance Co. EXC3847506

CERTIFICATE HOLDER

CANCELLATION

Town of Montague
34 Greenfield Road
Montague, MA 01351-9522

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2021

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PRODUCER Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279	CONTACT NAME: Amanda Mercier PHONE (A/C, No, Ext): (802) 223-8072 FAX (A/C, No): (802) 223-7515 E-MAIL: casella@nwjinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Co. NAIC # 19437 INSURER B: Old Republic Insurance Co. 24147 INSURER C: The Cincinnati Casualty Company 28665 INSURER D: INSURER E: INSURER F:
INSURED New England Waste Services of Maine, Inc. dba Casella Organics 110 Main Street, Suite 1308 Saco ME 04072	

COVERAGES

CERTIFICATE NUMBER: NEOPortland (CNE) 2021#2

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		082695204	04/30/2021	04/30/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		MTTB 311995 21	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MHC 311994 21	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			MZX 315503 21	04/30/2021	04/30/2022	\$2M Excess \$5M Auto Liability 2,000,000
C	Excess Auto Liability			EXS0575546	04/30/2021	04/30/2022	\$3M Excess \$7M Auto Liability 3,000,000

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

Town of Montague is Additional Insured under the General Liability and Auto Liability Policies where required by written contract subject to the terms and conditions of each policy.

CERTIFICATE HOLDER

CANCELLATION

Town of Montague
34 Greenfield Road
Montague, MA 01351-9522

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

AUTHORIZED REPRESENTATIVE

Timothy Ayer/AMANDA

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GOULTRU-02

PSPINGOLA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2021

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

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PRODUCER License # 2328358
Sinclair Insurance Group, Inc.
1 Monarch Place
Suite 1150
Springfield, MA 01144

CONTACT
NAME:
PHONE (A/C, No, Ext): (413) 306-6092 FAX (A/C, No): (413) 306-6097
E-MAIL: Info@srfm.com
ADDRESS:

INSURED
Goulet Trucking, Inc.
PO Box 259
20 Industrial Drive West
South Deerfield, MA 01373-0259

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Gemini Insurance Company	10833
INSURER B: Arbella Protection Ins Company	41360
INSURER C: Axis Surplus Insurance Company	26620
INSURER D: Pennsylvania Mfg. Assoc. Ins.	12262
INSURER E: Crum & Forster Ins Co	31348
INSURER F: Evanston Insurance Co.	35378

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			VCGP083806	8/24/2021	8/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1020075708	8/24/2021	8/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000192779-03	8/24/2021	8/24/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	2021010650655	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Excess Liability			SEO-114907	8/24/2021	8/24/2022	Occur/Aggregate \$ 4,000,000
F	Pollution Liability			MKL7ENV102959	8/24/2021	8/24/2022	Occurrence \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Motor Truck Cargo - Markel American Insurance - Policy #MKLM11M0000197
8/24/21 - 8/24/22 \$250,000 Property In Vehicles Legal Liability Limit

CERTIFICATE HOLDER

Town of Montague
34 Greenfield Road
Montague, MA 01351

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**30B PURCHASING AGREEMENT FOR BUILDING ROOF ASSESSMENTS
TOWN OF MONTAGUE**

AGREEMENT between the **TOWN of MONTAGUE**, a Massachusetts municipal corporation with a usual place of business at Town Hall, 1 Avenue A, Turners Falls, Massachusetts 01376, acting through its Selectboard (TOWN), and **Northeast Roof Consultants LLC**, doing business at **2 Peggy Dr., Southborough, MA 01772-1648** (COMPANY).

WHEREAS:

- A. The TOWN solicited a quote for Building Roof Assessments and Reports; and
- B. The COMPANY submitted a proposal to provide and deliver the SERVICE, and the TOWN has awarded the contract to the COMPANY.

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

- 1. The COMPANY shall provide and deliver to the TOWN the following:
See Attachment A.
- 2. **Payment.** The TOWN agrees to pay to the COMPANY the sum of **\$7,110** as set forth in the Proposal (Attachment A). The COMPANY shall submit to the TOWN, upon completion of the delivery of the SUPPLIES unless otherwise provided by the Specifications, invoices for payment for the SUPPLIES. The TOWN shall make payments within thirty (30) days after its receipt and approval of the invoice.
- 3. **Contract Documents.** The contract documents consist of this Agreement and Attachment A. In the event of conflicting provisions, the language of this Agreement shall govern, provided, if the conflict relates to quantity or quality of the SUPPLIES the greater quantity or higher quality specified shall be required.
- 4. **Contract Term.** The COMPANY agrees to commence its obligations upon the date of execution of this Agreement by the TOWN and to complete its obligations **on or before April 1, 2022**, time being of the essence. The Company

shall deliver the final reports to the TOWN in **electronic PDF format** and subsequently be available to discuss and address any questions related to those reports.

5. **Claims.** The COMPANY shall be responsible for and pay all claims for damages resulting from failure to furnish such SERVICES as provided by the Agreement; and it will conform to the determination of the TOWN relative to the suitability and quality of the SERVICES provided.
6. **Laws.** This Agreement is made subject to all applicable laws of the Commonwealth of Massachusetts; and if any provision of this Agreement does not conform to such laws, such provision of the Agreement shall be void and the applicable provision of the General Laws shall be operative. Any suit shall be filed in the Franklin County Superior Court or the Greenfield District Court.
7. **Provision and Delivery of the SERVICES.** The COMPANY shall furnish all equipment, staffing, and materials to provide the SERVICES in strict conformity with all applicable federal, state, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals or permits as required for the provision and delivery of the SERVICES.
8. **Warranty.** Intentionally deleted.
9. **Multiple Years.** If the Contract term is for more than one year, the Agreement is subject to annual appropriation by the TOWN.
10. **Indemnification of the TOWN.** The TOWN's liability shall be limited to the amounts due the Company for the SUPPLIES actually delivered. The COMPANY shall indemnify and defend and hold harmless the TOWN, its officers, boards, agents, and employees from any liability, loss charge, or expense resulting from any employees or third-party contractor or supplier's claim for payment for wages, labor, goods, materials or services rendered to the COMPANY or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the COMPANY or any of its agents or employees, and will pay promptly on demand all costs and expenses of any investigations, including attorney's fees and expenses. If any such claim is made, the TOWN may retain out of any payments due, then or thereafter, to the

COMPANY, a sufficient amount to protect the TOWN against such claims, costs, and expenses.

11. **COMPANY's Warranty and Standard of Care.** The COMPANY warrants that it shall provide and deliver the SERVICES in conformity with the standard of professional skill and care applicable to established providers of the SERVICES. The COMPANY warrants and represents that it is familiar with the provision and delivery of the SUPPLIES specified.
12. **COMPANY's Personnel.** The COMPANY shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the TOWN, except where appropriate, for example, the delivery of the SUPPLIES by a common carrier such as the U.S. Postal Service, FedEx, UPS, or the like.
13. **Independent Contractor.** The COMPANY is an independent contractor and is not an agent or employee of the TOWN and is not authorized to act on behalf of the TOWN. The TOWN will not withhold federal, state or payroll taxes of any kind on behalf of the COMPANY or its employees. The COMPANY and/or its employees are not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the TOWN.
14. **Successors.** This Agreement is binding upon the parties and their successors. Neither the TOWN nor the COMPANY shall assign or transfer any interest in the Agreement without the written consent of the other.
15. **Inspection and Reports.** The TOWN shall have the right at any time to inspect the records of the COMPANY relative to such SERVICES provided to the TOWN pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the COMPANY whether situated within or beyond the limits of the TOWN. Upon request, the COMPANY shall immediately furnish to the TOWN any and all written or electronic reports relative to such SERVICES arising out of its operations under this Agreement during and/or after the termination of the Agreement.
16. **Termination.**

- a. **For Cause.** The TOWN shall have the right to terminate this Agreement:
(i) if the COMPANY neglects or fails to perform or observe any of its obligations and a cure is not effected by the COMPANY within seven (7) days next following its receipt of a notice of breach, non-performance, or poor performance issued by the TOWN; (ii) if an order is entered against the COMPANY approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the COMPANY shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation, or dissolution relating to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the COMPANY's property.

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

- b. **For Convenience.** The TOWN may terminate this Agreement at any time for any reason upon submitting to the COMPANY thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the COMPANY shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the TOWN's termination notice. The COMPANY shall promptly notify the TOWN of costs incurred to date of termination, and the TOWN shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due under this Agreement.
- c. **Return of Property.** Upon termination, the COMPANY shall immediately return to the TOWN, without limitation, all documents and items of any nature whatever, supplied to the COMPANY by the TOWN or developed by the COMPANY in accordance with this Agreement.

- 17. **Notice.** Any and all notices or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail, or by other reputable delivery service, to the parties at the address set forth on Page

1, or furnished from time to time in writing by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed when deposited with the United States Postal Service or if sent by private overnight or other delivery service.

18. **Severability.** If any term or condition of this Agreement or its application shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the legality and the enforceability of the remaining terms and conditions of the Agreement shall not be deemed affected, unless one or both parties would be substantially or materially prejudiced.

19. **Other Terms or Conditions.** Not Applicable.

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

TOWN OF MONTAGUE

Northeast Roof Consultants, LLC]

By: _____

Its Selectboard Chair

By: John R. Skypock

Its Duly Authorized Officer

John R. Skypock
(Print Name)

Date: _____, 2021

Approved as to availability of funds:

Town Accountant

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2021

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

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PRODUCER Sullivan Insurance Group, Inc. 1 Mercantile Street Suite 710 Worcester, MA 01608		CONTACT NAME: Denise D. Galante PHONE (A/C, No, Ext): 508 791-2241 FAX (A/C, No): 508 797-3689 E-MAIL ADDRESS: dgalante@sullivangroup.com	
INSURED Northeast Roof Consultants LLC 2 Peggy Drive Southborough, MA 01772		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: CNA Insurance Companies INSURER C: Underwriters Lloyds INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			08SBAAA8069	03/14/2021	03/14/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			08SBAAA8069	03/14/2021	03/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			08SBAAA8069	03/14/2021	03/14/2022	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WECAG3497	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			MCH591918448	03/31/2021	03/31/2022	\$3,000,000 P/Claim \$3,000,000 Aggregate
C	Excess Prof Liab.			B0621PNORT029	03/31/2021	03/31/2022	1,000,000 XS \$3,000,000

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

As required by written contract or agreement, the Town of Montague is an Additional Insured for General Liability.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

John T. Andrews

Proposed Dates for Town Meeting

Tuesday, February 22, 2022

Thursday, February 24, 2022

Tuesday, March 1, 2022

Thursday, March 3, 2022

9

2022 Licenses

Liquor Licenses

BREWERY/WINERY POURING PERMIT - SEATING UNDER 50 \$55.00 each

Brick & Feather Brewery, Inc.	78 11th Street, Turners Falls
Element Brewing Company dba Element Brewing Co. LLC	16 Bridge St, Miller Falls
Pioneer Valley Brewery, LLC	151 Third St, Turners Falls

CLUB, ALL ALCOHOL \$362.50 each

Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Montague Bpo Elks Lodge 2521	1 Elk Ave, Turners Falls
St. Kazimierz Society dba St. Kazimierz Society	197 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls
Turners Falls Rod & Gun Club, Inc.	15 Deep Hole Road, Turners Falls

GENERAL ON PREMISES - Wines & Malt \$290.00 each

Sow Loud, LLC dba The Upper Bend	112 Avenue A, Turners Falls
Shea Theater Arts Center, Inc.	71 Avenue A, Turners Falls

PACKAGE STORE, ALL ALCOHOL \$975.00 each

Bryan Call dba Crestview Liquors	68 Unity St, Turners Falls
Slow Village Ahead dba Montague Village Store	60 Main St, Montague
Purple Meadow Ventures, Inc. dba Connecticut River Liquor & Wine	123 Avenue A, Turners Falls
Sahirat, LLC dba Carrolls Market	33 East Main St, Millers Falls

PACKAGE STORE, WINES and Malt \$550.00 each

Crooked River Corp. dba Food City	250 Avenue A, Turners Falls
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RESTAURANT, ALL ALCOHOL \$525.00 each

Arthur Binaco & Merchant dba Five Eyed Fox	37 Third Street, Turners Falls
Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Crystal Spring Investments, LLC dba Millers Pub	29 East Main St, Millers Falls
Hubies Tavern Inc. dba Hubies Tavern and Restaurant	66 Avenue A, Turners Falls
Pamela Tierney dba Black Cow Burger	125 Avenue A, Turners Falls
Riff's Inc. dba Riff's, North	166 Avenue A, Turners Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
Secondhand Smoke, Inc. dba North Village Smokehouse	32 Federal St, Millers Falls
Thomas Memorial Golf & Country Club	30 Country Club Ln, Turners Falls
Watershed Restaurant, LLC dba Watershed Restaurant	440 Greenfield Rd, Montague

RESTAURANT, WINES and MALT \$290.00 each

Argy Pizza, Inc. dba Turners Falls Pizza	119 Avenue A, Turners Falls
CVB Harvest LLC dba Great Falls Harvest	50 Third St, Turners Falls
Lady Killigrew Café, Inc. dba Lady Killigrew Café, Inc.	444 Greenfield Rd, Montague
Shady Glen, Inc dba Shady Glen	7 Avenue A, Turners Falls

CURRENTLY NOT OPEN

Miscellaneous Licenses - (with Liquor Licenses)**AUTOMATIC AMUSEMENT****\$22.50 each device**

Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Millers Pub	29 East Main St, Millers Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Montague B.P.O Elks # 2521	1 Elk Ave, Turners Falls
St. Kazimierz Society	197 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls

ENTERTAINMENT**\$27.50 each**

Arthur Binaco & Merchant dba Five Eyed Fox	37 Third Street, Turners Falls
Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Great Falls Harvest	50 Third St, Turners Falls
Element Brewing Company	16 Bridge St, Miller Falls
Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Millers Pub	29 East Main St, Millers Falls
Montague Elks #2521	1 Elk Ave, Turners Falls
Pioneer Valley Brewery, LLC	151 Third Street, Turners Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
St. Kazimierz Society	197 Avenue A, Turners Falls
Secondhand Smoke, Inc. dba North Village Smokehouse	32 Federal St, Millers Falls
Shea Theater Arts Center, Inc.	71 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls
Thomas Memorial Golf & Country Club, Inc.	30 Country Club Ln, Turners Falls
Turners Falls Rod & Gun Club	15 Deep Hole Road, Turners Falls
Watershed Restaurant, LLC dba Watershed Restaurant	440 Greenfield Rd, Montague

COMMON VICTUALLER**\$20.00 each**

Argy Pizza, Inc. dba Turners Falls Pizza	119 Avenue A, Turners Falls
Arthur Binaco & Merchant dba Five Eyed Fox	37 Third Street, Turners Falls
Between the Uprights, LLC dba Between the Uprights at 2nd St.	23 Avenue A, Turners Falls
Black Cow Burger	125 Avenue A, Turners Falls
Crooked River Corp. dba Food City	250 Avenue A, Turners Falls
Crystal Spring Investments, LLC dba Millers Pub	29 East Main St, Millers Falls
CVB Harvest LLC dba Great Falls Harvest	50 Third St, Turners Falls
Element Brewing Company	16 Bridge St, Miller Falls
Lady Killigrew Café, Inc. dba Lady Killigrew Café, Inc.	444 Greenfield Rd, Montague
Millers Falls Rod & Gun Club Inc.	201R Turners Falls Rd, Turners Falls
Montague B.P.O. Elks Lodge 2521	1 Elk Ave, Turners Falls
Rocket Science, LLC dba The Rendezvous	78 Third St, Turners Falls
Sahirat, LLC dba Carrolls Market	33 East Main St, Millers Falls
St. Kazimierz Society dba St. Kazimierz Society	197 Avenue A, Turners Falls
Secondhand Smoke, Inc. dba North Village Smokehouse	32 Federal St, Millers Falls
Shady Glen, Inc dba Shady Glen, Inc.	7 Avenue A, Turners Falls
Sow Loud, LLC dba The Upper Bend	112 Avenue A, Turners Falls
St. Stanislaus B and M Society, Inc.	6 K St, Turners Falls

[illegible]

		Count	License Cost	Full Cost Total	License Fee 50% reduced	50% Total	License Fee 75% reduced	75% Total
Alcohol Licenses								
RESTAURANT, ALL ALCOHOL		10	\$ 1,050	\$ 10,500	\$ 525.00	\$ 5,250.00	\$ 262.50	\$ 2,625.00
RESTAURANT, BEER & WINE		4	\$ 580	\$ 2,320	\$ 290.00	\$ 1,160.00	\$ 145.00	\$ 580.00
CLUB, ALL ALCOHOL		5	\$ 725	\$ 3,625	\$ 362.50	\$ 1,812.50	\$ 181.25	\$ 906.25
BREWERY/WINERY POURING PERMIT		3	\$ 110	\$ 330	\$ 55.00	\$ 165.00	\$ 27.50	\$ 82.50
GENERAL ON PREMISES - BEER & WINE		2	\$ 580	\$ 1,160	\$ 290.00	\$ 580.00	\$ 145.00	\$ 290.00
PACKAGE STORE, ALL ALCOHOL		4	\$ 975	\$ 3,900	\$ 487.50	\$ 1,950.00	\$ 243.75	\$ 975.00
PACKAGE STORE, BEER & WINE		1	\$ 550	\$ 550	\$ 275.00	\$ 275.00	\$ 137.50	\$ 137.50
Liquor License Revenue				\$ 22,385	\$	\$ 11,193	\$	\$ 5,596.25
Food, Entertainment & Auto Amuse Licenses								
COMMON VICTUALLER		22	\$ 40.00	\$ 880.00	\$ 20.00	\$ 440.00	\$ 10.00	\$ 220.00
ENTERTAINMENT		16	\$ 55.00	\$ 880.00	\$ 27.50	\$ 440.00	\$ 13.75	\$ 220.00
AUTOMATIC AMUSEMENT (each device)		23	\$ 45.00	\$ 1,035.00	\$ 22.50	\$ 517.50	\$ 11.25	\$ 258.75
Food, Entertainment & Auto Amuse Licenses			Total	\$ 2,795.00	\$	\$ 1,397.50	\$	\$ 698.75
Total Revenues				\$ 25,180.00	\$	\$ 12,590.00	\$	\$ 6,295.00

12/6/2021 Selectboard voted for a 50% decrease for establishments that have liquor licenses

10

WendyB-Montague Selectboard

From: Mark Wisnewski <mpwisnewski@gmail.com>
Sent: Thursday, December 16, 2021 2:10 PM
To: StevenE - Montague Town Administrator; WendyB-Montague Selectboard
Subject: New Years Eve

I keep forgetting things we didn't need to do during the pandemic. I wanted to request staying open on New Years Eve until 2 am as we used to do. Am I too late with this request? Has this been done already for all town bars?

Mark Wisnewski



Virus-free. www.avast.com

PURCHASE AND SALE AGREEMENT

AGREEMENT made this day of , 2021.

1. **PARTIES**

Town of Montague

hereinafter the **SELLER**, agree to sell and

Judd Wire, Inc.

hereinafter the **BUYER**, agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. **DESCRIPTION**

The property located on 4 Sandy Lane, Montague, Massachusetts and shown as Assessors Map 21 Lot 150 consisting of 1.27 acres according to said plan.

3. **TITLE DEED**

Said premises are to be conveyed by a good and sufficient **QUITCLAIM** deed running to the Buyer or to the nominee designated by the Buyer by written notice to the Seller at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;

6. PURCHASE PRICE

The agreed purchase price for said premises is \$55,000, of which

\$ 1,000.00	to be paid as a deposit at the time of execution by both parties and;
\$ 54,000.00	are to be paid at the time of delivery of the deed in cash or by certified, cashier's, treasurer's or bank check.

TOTAL \$ 55,000.00

7. TIME FOR PERFORMANCE: DELIVERY OF DEED

Such deed is to be delivered 12 o'clock P.M. on the 15th day of January, 2021 at the Franklin County Registry of Deeds.

8. POSSESSION AND CONDITIONS OF LAND

The land shall be delivered in the same condition as it is in at the time of execution of this document. The Buyer shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the Seller shall be unable to give title or make conveyance, or to deliver possession of the land, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then any payment made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the Seller elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. Reasonable efforts as defined hereunder shall not require Seller to expend in excess of \$1,000.00.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the Seller shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE

The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title.

12. ACCEPTANCE OF DEED

The acceptance of a deed by the Buyer or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. USE OF MONEY TO CLEAR TITLE

To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

14. INSURANCE

Until the delivery of the deed, the Seller shall bear any risk of loss.

15. ADJUSTMENTS

Taxes for the then current year, shall be apportioned as of the day for performance of this agreement and the net amount thereof shall be added to or deducted from as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed.

16. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. This paragraph shall survive delivery of the deed.
17. DEPOSIT
All deposits made hereunder shall be held in escrow by the law firm of Daniel F. Graves, subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event this agreement is terminated and buyer is not in breach, the deposit shall be returned to the Buyer within 48 hours.
18. BUYER'S DEFAULT: DAMAGES
If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages. This shall be the Seller's sole remedy at law and in equity.
19. SALE OF PERSONAL PROPERTY NONE
20. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY
If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
21. WARRANTIES AND REPRESENTATIONS
The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the Seller: NONE

22. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

23. FINANCING WAIVED

24. NON BROKERED TRANSACTION

BUYER and SELLER represent to each other that neither party has dealt with any broker or any other person in connection with this purchase of said premises. BUYER and SELLER agree that each will hold harmless and indemnify the others from any loss, cost, damage and expense, including reasonable attorney's fees, incurred by BUYER or SELLER for a commission or finder's fee as a result of the falseness of these representations. The provisions of this Clause shall survive the Closing.

25. REBA STANDARDS.

Any matter or practice arising under or relating to this agreement which is the subject of a title standard or a practice standard of REBA at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

26. ADDITIONAL PROVISIONS

NONE

The initialed riders, if any, attached hereto, are incorporated herein by reference.

SELLER

Witness

BUYER
Atsushi Shinchii, President

Witness

11D

B.W. Construction Co., Inc.

29 R. Jones Road, Spencer, MA 01562

Website: <https://bwconstructioncoinc.com>

December 11, 2021

FRTA two week look ahead:

B.W. Construction Co., Inc. has received and signed the contract from FRTA, and will hand deliver it with the Bond and insurance certificates required, on Tuesday 12-14-21. We would like to have a notice to proceed on Wednesday 12-15-21, if at all possible. Our plan is to have the lot surveyed, cleared and stumped before the 1st of the year. Our two week look ahead is as follows:

12-15-21	Send civil CAD file to the surveyor.
12-16-21	Surveyor: CAD file work.
12-17-21	Surveyor: Layout work limit line.
12-20-21	Begin clearing lot.
12-21-21	Clear lot.
12-22-21	Clear lot.
12-23-21	Clear lot.
12-24-21	Christmas Eve - No work
12-27-21	Clear lot.
12-28-21	Clear lot.
12-29-21	Clear lot complete.
12-30-21	Surveyor: Layout building with offsets.
01-03-22	Grub building area.

As requested, the surveyor that we will be using is Harold Eaton.

If there is anything else you might need from us, please let me know, and we will get it to you a.s.a.p.

Pete Whittaker – President