

# **MONTAGUE SELECTBOARD MEETING**

**Remote Meeting via ZOOM**

**Monday, July 11, 2022**

**Zoom Meeting Link: <https://us02web.zoom.us/j/87567665528>**

**Meeting ID: 875 6766 5528 Password: 924780 Dial in Option: (646) 558-8656**

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. 6:31 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
3. 6:33 Review Available Meeting Minutes
4. 6:35 COVID-19 Updates (Melanie Zamojski, Montague BOH)
  - Review of COVID case counts and trends
  - Discuss any related updates or priorities
5. 6:42 Pocumtuck Homelands Festival August 6-7 (Suzanne LoManto, RiverCulture)
  - License Agreement with FirstLight MA Hydro LLC for property use
  - Use of Public Property – Closure of First Street from L St to Maple St
  - Entertainment Permit Request
  - Use of Public Property – Film Screening in Town Hall Annex Meeting Room
6. 6:50 WPCF Name Change
  - Proposed Name “Montague Clean Water Facility”
7. 7:00 Collection System Engineering Study (Steve Ellis)
  - Sewer Collection System Smoke Testing July 11-15
  - Collection System GIS Maps – Discuss Task Order to Improve Mapping
8. 7:15 Trash and Recycling Collection (Tyler Finnegan, Republic Services)
  - Update regarding ongoing work to recent trash collection problems
  - Discussion of new online tool for customer support
  - Great Falls Festival Request for use of Community Donation Funds (\$800)

9. 7:25 Ferry Road Culvert Replacement Project (Steve Ellis)
- Update from Franklin County Transportation Planning Organization
  - Execute contract with Stantec for design of the Ferry Road Culvert Replacement Project, \$83,389, to be funded with Chapter 90
10. 7:35 Town Administrator's Business
- Capital Project Updates
  - Legislative Updates
    - STAM Legislative Relations Committee Formed
    - COVID Meeting Accommodations
    - Special Legislation for Removal of MPD from Civil Service
    - Cannabis Legislation
    - Congressional Earmark (\$975,000)
    - Governor's FORWARD economic development bill
    - Transportation Bond Bill

**Next Regular Meeting Date: Monday, July 18, 2022 at 6:30pm**

**REGIONAL COVID BREAKDOWN**  
**July 1, 2022**

	<b>Greenfield</b>	<b>Montague</b>	<b>Deerfield</b>	<b>Sunderland</b>
Total cumulative	4,176	1,696	1,038	813
Total June	139	54	42	21
Past Week 6/23-6/30	14	12	9	5
<18 / ≥18	0/14	2/10	1/8	0/5
INFLUENZA 10/1/21-6/30/22	57	32	9	3
Test rate per 100,000 2 wks ending 6/25	7,184.3	5,039.7	5,256.3	6,584.5
Positivity rate	4.22	6.34	7.17	3.27

**COUNTY Data for 6/30/2022 is from two weeks ending 6/25/2022.**

<b>Current County Information:</b>	<b>6/30</b>	<b>6/23</b>	<b>6/16</b>	<b>6/9</b>	<b>6/2</b>
Last 14 days:	169	138	209	286	393
Avg Daily inc. rate:	17	17.5	21	28.7	35.2
Percent Positivity:	4.79	4.43	5.58	7.11	7.62
DEATHS	1	2	5	4	3

**Average hospitalizations in BFMC this past week was 2.3 per day.**

**Current MA Percent positivity: 5.52**

**GHD has done ~10-15 antigen tests this week.**

**GCC Testing site is now open Monday, Wednesday and Friday 1:00-4:00**

*We have waste-water testing in the City of Greenfield. To date, we have 6 results back - the trend is roughly level from last week. The link for our information is:*

**<https://biobot.io/data/#county-25011>**

# COVID Wastewater Monitoring Data

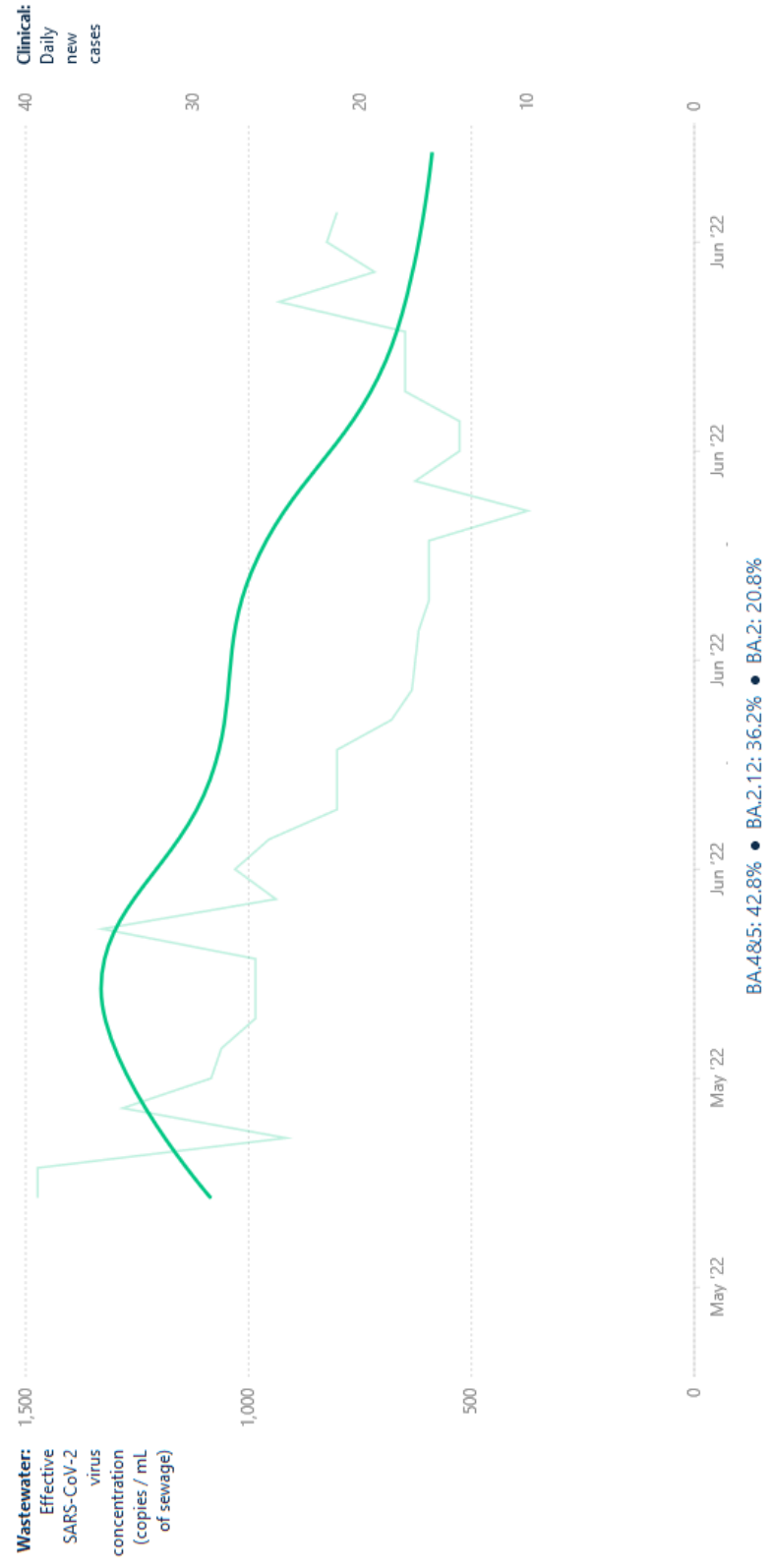
Report as of July 6, 2022

Source: <https://biobot.io/data/#county-25011>

Wastewater  Show cases Total results Last 6 months Last 6 weeks

[COPY LINK](#)

## Franklin County, MA



June 28, 2022

Submitted by: Suzanne LoManto

Director of RiverCulture

Re: Pocumtuck Homelands Festival, August 6-7, 2022

Montague Select Board,

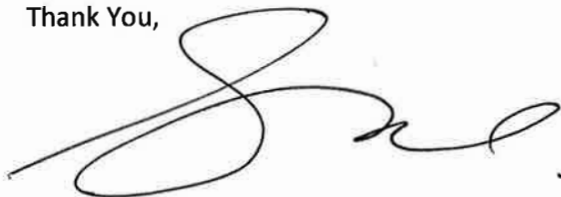
The Pocumtuck Homelands Festival is now in its ninth year, August 6-7 2022. As in previous years, the event will feature Native American music, drumming, dance, storytelling, demonstrations, craft vendors, and history talks on the Unity Park riverfront. Activities are scheduled Saturday from 10am-7pm and Sunday 10am-5pm. Tent set-up will happen on Friday, August 5.

During festival hours, RiverCulture requests permission to close off part of First Street, from the top of the hill at Unity Park to the corner of L Street. Diverting through-traffic away from the festival creates a more peaceful setting for festival goers and musicians. Parking will not be affected, as cars can enter Unity Park at Second Street.

RiverCulture will make appropriate arrangements with the Montague DPW for road barricades, highways cones, etc. Food vendors have been informed of Town of Montague Health Department and Fire Department requirements and permits. Security for craft vendor tents and other equipment that is set up overnight is the responsibility of the Nolumbeka Project. RiverCulture is responsible for trash, recycling and compost removal.

**RiverCulture is seeking permission to co-host this event with The Nolumbeka Project. A contract from FirstLight Power is attached for your signature.**

Thank You,

A handwritten signature in black ink, appearing to read 'Suzanne LoManto', written over a horizontal line.

Suzanne LoManto

**Chief of Police Signature** \_\_\_\_\_

**FIRSTLIGHT MA HYDRO LLC  
LICENSE AGREEMENT  
(Short Term Use)**

This LICENSE AGREEMENT (the "License Agreement" or "License") is made as of this 29th day of April, 2022 by and between **FirstLight MA Hydro LLC**, a Delaware limited liability company in its capacity as the licensee of the Turners Falls Hydroelectric Project, FERC License #1889, ("FirstLight" or "Licensor") and **Town of Montague**, a municipality duly organized under the laws of the Commonwealth of Massachusetts (the "Licensee").

In consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FirstLight hereby grants a non-exclusive license to Licensee for the Use as defined below and no other use or benefit, on the following terms and subject to the following conditions:

1. **DEFINED TERMS.**

The following terms shall have the meanings specified wherever used in this License Agreement:

- A. **FERC.** The Federal Energy Regulatory Commission.
- B. **PROJECT.** FERC Licensed Project No. 2485 and Project No. 1889 which include the Northfield Mountain, and Turners Falls Projects, and accompanying lands including recreational land, located in or near Northfield, Erving, Gill, Greenfield and Montague/ Turners Falls, Massachusetts; Vernon, Vermont; and Hinsdale, New Hampshire.
- C. **PROPERTY.** That certain property further described or defined on Exhibit "A" attached hereto and incorporated herein.
- D. **FACILITY.** If applicable, the facility further described or defined on Exhibit "B" attached hereto and incorporated herein.
- E. **USE.** The use or uses described on Exhibit "B" attached hereto and incorporated herein, and no other use or purpose.
- F. **TERM.** The term or terms designated on Exhibit "B" attached hereto and incorporated herein, provided, however, that the Term may be terminated in advance of its expiration pursuant to the provisions otherwise set forth in this License.
- G. **LICENSE FEE.** The fee, if any, further described in Exhibit "B" attached hereto and incorporated herein.

2. **TERM AND TERMINATION.**

- A. The term of this License shall commence upon the date hereof and continue for the Term designated herein, subject to earlier termination pursuant to the provisions set forth herein. Notwithstanding the designated Term, this License shall expire: (i) immediately upon the date that it is recorded without the prior written consent of FirstLight; (ii) upon Licensee's

failure to cure a default by Licensee hereunder, following written notice of such default from Licensor to Licensee, if the terms hereof expressly provide for such notice and a right to cure; or (iii) if this License would prevent Licensor from complying with any present or future law, license, regulation, rule, order or decree of any governmental or regulatory authority; or (iv) if Licensor is required to do so by any governmental or regulatory authority; or (v) as of the date of any public taking, to the extent any portion of the Property is condemned or taken in any manner for any public or quasi-public use.

- B. If termination of this License is required by any governmental or regulatory authority, such termination shall occur on the date so required by said governmental or regulatory authority. If no such date is specified by said governmental or regulatory authority, this License shall terminate upon seven (7) days prior written notice to Licensee.
- C. Termination of this License shall not affect Licensee's obligations under this License Agreement arising on or before the effective date of termination, including but not limited to obligations for indemnity and reimbursement. This License Agreement may be terminated at any time by either party upon providing prior written Notice as set forth in Section 4 of Exhibit B.

### 3. ENFORCEMENT.

- A. Licensor reserves the right to impose enforcement fees for, and otherwise exercise its rights with respect to, any unauthorized use of any portion of the Property, including without limitation, failure to receive prior written approval from Licensor for any new use, violation of this License, or violation of any provision of the FERC license of the Property. Such enforcement action by Licensor may include, but is not limited to: a trespass, cease and desist or similar court proceeding; removal of unauthorized improvements at Licensee's expense; termination or revocation of this License; prohibition of Licensee from receiving any future licenses for use of any portion of the Property; collection of enforcement fees from Licensee of up to One Thousand Dollars (\$1,000) per violation per month, in addition to up to Two Thousand Dollars (\$2,000) for each abandoned or derelict dock located on the Property. Licensee agrees that, as a condition of this License, it will pay all legal fees and expenses incurred by Licensor in bringing any enforcement action against Licensee for the violations described in this section.
- B. If Licensor is cited for a regulatory violation that occurred as a result of Licensee's actions, then Licensee will reimburse Licensor for any fines or fees assessed by such regulatory agency and will cure said violation at Licensee's expense.

### 4. NO WARRANTIES.

LICENSOR MAKES NO WARRANTY OR REPRESENTATION AS TO TITLE, FITNESS OR CONDITION OF THE PROPERTY OR THE FACILITY, EXPRESS OR IMPLIED, OF ANY KIND, AND LICENSEE USES EACH IN "AS IS", "WHERE IS" CONDITION, WITH ALL FAULTS. Licensee hereby acknowledges that it has inspected the Property and has determined that it is suitable for Licensee's Use, that it is not relying on any oral or written representation by FirstLight concerning the Property, and that Licensor is under no obligation to

maintain the Property for Licensee's Use.

5. RIGHTS OF OTHERS.

This License is made without any warranty of Licensor's title and subject to such rights of others as may appear of record or be apparent from inspection. Without limiting the foregoing, Licensee acknowledges that nearby owners of property may have non-exclusive rights to access the Project waters, and/or may be using the Property.

6. COMPLIANCE WITH LAWS.

- A. Licensee understands FERC requires that (i) use of Project land and/or waters by third parties pursuant to a license issued by Licensor not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, (ii) any such third parties take all reasonable precautions to ensure that the construction, operation, and maintenance of structures and facilities covered by this License occur in a manner that protects the scenic, recreational, and other environmental values of the Projects, and (iii) any such third parties not restrict public access to Project lands and/or waters.
- B. Licensee at its sole cost and expense shall comply with all local, county, state or federal laws, codes or ordinances of any description applicable to the Facility and Licensee's Use of the Property including but not limited to zoning, building, engineering, sanitation, health, wetlands, or other environmental laws, and shall promptly remedy any breach of the same. As a condition of entering into the License Agreement, Licensee shall provide evidence reasonably satisfactory to Licensor that all required consents and permits are in force for Licensee's Use.
- C. Licensee understands and agrees that FERC reserves the right to require FirstLight to take reasonable remedial action to correct any violations for the protection and enhancement of the Project's scenic, recreational and other environmental values. Licensee shall promptly remedy Licensee's breach of any law, regulation, permit, license, or term or condition of this License Agreement with respect to the Property or the Facility, at Licensee's sole cost and expense. If Licensee fails or refuses to comply or remedy any such breach, then any cost and expense incurred by Licensor in effecting such compliance or remediating any such breach shall be immediately reimbursed by Licensee upon demand.
- D. Licensee shall not at any time use or store or allow to be released or discharged any pollutant, "hazardous waste" or "hazardous substance" (as those terms may be defined by any applicable federal, state or local law, rule or regulation), or oil, petroleum, chemical liquids or other solid, liquid or gaseous substance determined by any governmental authority to be hazardous to the environment (collectively "Hazardous Substances") on the Property, except of such types and in such quantities and containers as are reasonably necessary for the use of the Property as contemplated herein (for example, handheld containers of gasoline for lawnmowers or boats) and are stored in amounts and containers permitted by applicable environmental, health and safety laws and regulations. Upon Licensor's request, Licensee shall provide evidence reasonably satisfactory to Firstlight that all required consents or permits are in force for Licensee's Use of the Property.



- E. Licensor shall conduct, or cause to be conducted, such environmental inspections, site assessments and tests at such times and to such extent as required by law or any regulatory agency or as reasonably warranted due to the use of the Property by the Licensee, to monitor the environmental conditions of the Property and the Project waters, provided that such inspections, site assessments, and tests shall not unreasonably interfere with Licensee's use and enjoyment of the Property and the Project waters. Licensee shall bear the full cost and expense of any such inspections, site assessments and tests, including any related laboratory fees. Licensee shall indemnify and hold Licensor harmless from and against any claims, suits, demands, penalties, fines, liabilities, settlements, damages, judgments, costs, interest and expenses, including without limitation, attorneys', consultants' and laboratory fees, incurred in connection with or arising out of the presence, disposal, release or threatened release of any Hazardous Substances on the Property or to the Project waters from use of the Property by Licensee or those otherwise permitted on the Property by Licensee, any required clean-up or other remedial action on the Property and/or a lien on the Property in favor of any governmental authority for clean-up or other remedial action for such use by such parties.
- F. In the event that archeological materials or human remains are found by Licensee or any party acting on behalf of Licensee during any ground-disturbing activities at or near the Property or the Project, Licensee shall stop such activity immediately and immediately notify FirstLight of such findings. No such further activity shall be permitted until Licensor has concluded its investigation of the findings with the assistance of the State Historic Preservation Officer.

7. PRIORITY OF FIRSTLIGHT OPERATIONS AND RIGHT TO ENTER.

- A. Licensee acknowledges that the License is subject to the terms and conditions imposed by the FERC Project licenses or to be imposed by FERC in connection with any order relative to or affecting this License or any new license issued by FERC for the Project during the term of the License. FirstLight shall have the right to impose additional conditions upon Licensee's use of the Property to assure the safety of Licensor's facilities which are presently or may in the future be located within or in the vicinity of the Property. Licensee shall permit equal and unobstructed use of the Property by all members of the public regardless of race, creed, religion or sexual orientation and in compliance with all federal, state and local laws, regulations, ordinances and requirements.
- B. The operations of the FERC Projects shall have priority over the License herein granted. Following the expiration or earlier termination of this License Agreement, Licensor will not have any obligation to accommodate Licensee's Use.
- C. Licensee acknowledges and agrees that (i) the purpose of the Project is for the generation of electric power; (ii) this License does not affect Licensor's right to alter the level of the Project waters, between 176 and 185 feet above sea level as measured at the Turners Falls Gatehouse, or otherwise continue its use of such waters for its business purposes and Licensor is under no obligation, either direct or implied, to maintain the level of the Project waters at any given point; and (iii) the use of the Property and the exercise of any rights granted hereunder shall not in any way or at any time interfere with any use to which Licensor may put the Project waters or the Property (including, but not limited to,

changing the levels of the waters (up or down), by adding or withdrawing water, flooding with water and ice of the Property or any draining of the Project waters) in connection with the operation of the FERC Projects.

- D. Licensor shall have the right, at any time and without liability or compensation to Licensee, to enter and use the Property for its business purposes, and to install, use, repair, maintain, relocate and remove facilities that presently exist or may in the future be located within the Property as part of FirstLight's business operations.
- E. FirstLight reserves the right to enter upon and use the Property at any time for any purpose, in its sole discretion, including, without limitation, the right to cut and remove wood, brush and timber in connection with the operation of the FERC Projects.
- F. By accepting this License, Licensee releases FirstLight from any and all liability for damages to Licensee's property caused by Licensor's entry and use of the Property or by exercise of its right to flood and flow water.

## 8. INDEMNIFICATION.

- A. Licensee hereby agrees to defend, release, indemnify, protect and hold harmless FirstLight, its affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Property from and against any and all loss, cost, damage, or expenses, including attorney's fees, arising out of Licensee's Use or occupancy of the Property, including without limitation all claims or suits for loss or damage to: (i) property of any description (including without limitation Licensee's property) or natural resources, including but not limited to damages alleged by other riparian owners, or (ii) personal injury, sickness or death of any person, including without limitation Licensee and its employees, agents, invitees, contractors and guests.
- B. Licensee waives any and all claims for damages it may now or in the future have against any of the Licensor, its affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Property for injuries to persons, or damage to property, including without limitation indirect, incidental and consequential damages, arising out of or traceable to this License, the condition of the Property, or to any use to which Licensor may put the waters of the Connecticut River or the Property, and EXPRESSLY RELEASES such parties from any and all claims, provided the same do not arise out of the gross negligence or willful misconduct of Licensor.

## 9. LICENSEE'S WARRANTIES.

Licensee warrants that (i) its use of the Property and Project waters covered by this License shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, and (ii) it shall take all reasonable precautions to ensure that the construction, operation and maintenance of all structures, improvements and facilities authorized by this License will occur in a manner that protects the scenic, recreational, and other environmental values of the Project, and (iii) it shall not unduly restrict public access to Project lands and/or waters; and (iv) it will undertake all reasonable measures to ensure that debris, litter, bottles and any other materials are not thrown, dumped or otherwise deposited into the Project land and/or

waters and will promptly clean up any such items that are in the Project waters and are traceable to its operations.

## 10. INSURANCE.

- A. For as long as this License is in effect, and as a condition of obtaining access to and use of the Property, Licensee must provide to Licensor a certification of liability insurance coverage with respect to the Facility on Acord form 25 or its equivalent, evidencing commercial general liability insurance, with limits of at least \$2,000,000 per occurrence aggregate for bodily injury and property damage. The insurance certificate must identify the location of the Property.
- B. All insurance policies required to be maintained by Licensee pursuant to this License shall be endorsed to: (i) name Licensor, its directors, officers, employees and affiliates as additional insureds with respect to any and all third party bodily injury and/or property damage; (ii) require that the insurer endeavor to provide at least thirty (30) days written notice to Licensor prior to any cancellation or material change in any insurance policy; and (iii) provide a waiver of subrogation in favor of Licensor.
- C. Licensee shall guaranty and ensure that its contractors, subcontractors, agents or representatives performing work or services on the Property have obtained insurance coverages at the limits specified in this License. Licensee will be required to provide evidence of compliance with this section promptly when requested by Licensor. Failure to comply with this section may result in Licensor's termination of this License.

## 11. DEFAULT AND REMEDIES.

In the event Licensee: (a) fails to fully and completely perform in all material respects all terms, conditions, covenants and promises contained in this License Agreement and such default continues for more than seven (7) days after notice from FirstLight without cure satisfactory to Licensor, or such other time acceptable to FirstLight as is necessary for Licensee to cure a non-monetary default; (b) declares bankruptcy or insolvency or files a petition with any court seeking reorganization or debtor's relief; (c) files a petition for the appointment of a trustee or receiver of all or a substantial portion of the Licensee's property; (d) makes an assignment for the benefit of creditors; (e) abandons its Use of the Property and/or the Facility; or (f) suffers this License to be taken on writ of execution; then FirstLight, in addition to all other remedies it may have, shall have the immediate right to terminate this License and to require, at its sole discretion, the removal of the Facility and/or all of Licensee's property from the Property. Licensee will at all times during the Term keep FirstLight informed of the current name, address, telephone number and other relevant contact information for Licensee.

## 12. FORCE MAJEURE.

To the extent either party is prevented by Force Majeure, as hereinafter defined, from carrying out, in whole or part, its obligations under this License and such party (the "Claiming Party") gives written notice and details of the Force Majeure to the other party as soon as practicable, then the Claiming Party will be excused from the performance of its obligations under this License (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The party affected by Force Majeure will use

commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations as soon as possible; provided, however, that neither party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure for so long as the claim of Force Majeure continues. For purposes of this License, "Force Majeure" shall mean any event or circumstance having an adverse effect upon a party's ability to perform pursuant to this License if such event or circumstance is beyond the party's reasonable control. "Force Majeure" events or circumstances may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of governmental authorities, and strikes or lockouts which materially affect, impact or impede obligations under this License

### 13. IMPROVEMENTS AND RESTORATION.

- A. Licensee agrees promptly to remove any Facility or other improvements on the Property that become uninhabitable or unsafe, in the judgment of Licensor, during the term of this License. In the event that Licensee fails to do so within thirty (30) days of receipt of written notice from Licensor directing it to remove an unsafe Facility or improvement, Licensor may conduct such removal at Licensee's expense and shall invoice Licensee for all expenses associated with such removal, which invoice shall be due and payable within thirty (30) days of receipt.
- B. At the termination or expiration of this License, Licensee shall promptly remove the Facility, if any, and all of Licensee's personal property from the Property at the Licensee's sole cost and risk and restore the Property to a safe condition reasonably satisfactory to FirstLight within thirty (30) days of the date of such termination or expiration. Any personal property remaining on or near the Property following such thirty-day period may, at the sole option of Licensor, be removed by FirstLight without liability to Licensee with respect to such removed property, and all costs for removal, disposal and restoration shall be paid by Licensee. Licensee will be required to reimburse FirstLight for the expenses of such removal, disposal and any required restoration within thirty (30) days from the date of Licensor's invoice therefor.

### 14. GENERAL PROVISIONS.

- A. **NO WAIVER.** Waiver of any provision of this License Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision, or a waiver of the same provision, in any other instance; but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.
- B. **SECTION HEADINGS.** Section headings in this License are for convenience only and shall not affect the interpretation of the provisions hereof
- C. **NOTICES.** Any notice to be given in connection with this License Agreement shall be given in writing to the respective party at its address below, or at such other address for a party as that party may specify by written notice by: (i) delivery in hand, (ii) postage prepaid, United States first class mail, return receipt requested, (iii) overnight delivery service by a nationally-recognized courier, or (iv) email, provided that a copy of such notice is transmitted

to the recipient on the next business day using any one of the preceding delivery methods. Notice so sent shall be effective upon receipt, or upon attempted delivery, if such notice is not accepted by the recipient.

The mailing addresses of the parties for any such notices are as follows:

FirstLight : Station Operations Manager North  
Northfield Mountain  
99 Millers Falls Road  
Northfield, MA 01360

Fax No.: (413) 659-4459

With a Copy to:

Legal Department  
FirstLight Power  
111 South Bedford Street, Suite 103  
Burlington, MA 01803

Licensee: Town of Montague  
c/o Suzanne LoManto  
Town Hall  
One Avenue A  
Turners Falls, MA 01376

Email Address: riverculture@montague-ma.gov

D. MISCELLANEOUS. This License Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument; (ii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between or among any or all of the parties in such respect; (iii) may only be amended, modified, and any right under this Agreement may be waived, in whole or in part, by a writing signed by all parties; (iv) shall bind and inure to the benefit of the parties and their respective legal representative, successors and permitted assigns; (v) is not intended to inure to the benefit of any third party beneficiary; and (vi) shall be construed without any provision that is found to be invalid or unenforceable to the extent required to give effect to the remainder of its terms.

E. APPLICABLE LAW. This License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the conflict of laws provisions thereof. Any action or proceeding by either party to enforce or interpret this License shall be brought in federal or state court, as appropriate, located in Massachusetts, and Licensee hereby irrevocably and unconditionally waives its right to challenge its agreement that all such actions and proceedings shall be filed in federal or

state court in Massachusetts. Both parties hereby waive a right to trial by jury in any such action.

- F. **LEGAL FEES.** In the event that a party initiates a legal proceeding to enforce the terms of this License, the prevailing party shall be entitled to recover its legal costs, fees and expenses arising out of such enforcement proceeding.
- G. **NO ESTATE CREATED; PREREQUISITE TO ENTRY.** This License Agreement shall not be construed as creating or vesting in Licensee any easement or interest in the Property, but only the limited right of Use under the License hereinabove described. Licensee shall have no right to enter the Property with respect to the Use until FirstLight has received a fully-executed counterpart of this License and Licensee's evidence of insurance coverage in accordance with the requirements of this License Agreement.
- H. **CONFIDENTIALITY.** Licensor and Licensee agree that the terms of this License Agreement are considered confidential and proprietary, and may not be disclosed by either Licensor or Licensee to any third party (except FirstLight's or Licensee's attorneys, contractors and consultants) without the prior written consent of the other party; provided, however, such terms may be disclosed by either party where required by law or by order or direction of any court, commission or other administrative or governmental authority having jurisdiction over the subject matter of the License or the operations and assets of Licensor or Licensee.
- I. **NO TRANSFER OR RECORDING.** This License is personal to Licensee and shall not be assigned, transferred or recorded by Licensee without the express written consent of FirstLight, which consent may be withheld in Licensor's sole and absolute discretion. Any breach of the terms of this paragraph shall render this License immediately terminable at the option of Licensor. Licensor's right to terminate this License under this paragraph shall not be subject to any cure rights provided herein.
- J. **CORPORATE LICENSEE:** If Licensee is a corporation, partnership, limited liability company, trust or other entity, then: (i) each individual executing this License on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of such entity and that such entity has the power and authority to enter into this License and perform its obligations hereunder; (ii) Licensee represents that such entity is duly formed and is in good standing in its jurisdiction of formation and in Massachusetts; (iii) Licensee shall maintain its existence and good standing for as long as this License shall remain in effect; (iv) no ownership or beneficial interest in such Licensee shall be assigned or transferred without the prior written consent of FirstLight; and (v) Licensee shall promptly notify Licensor of any change in its name, existence, jurisdiction of formation or qualification to do business in Massachusetts. Upon request from FirstLight, Licensee shall deliver evidence of such entity's formation, authorization to do business, authorized officers or other representatives, or other entity information reasonably requested.
- K. **INSPECTION.** FirstLight reserves the right to inspect the Property and Facility to determine whether Licensee is in compliance with the terms and conditions of this License. The failure of Licensor to inspect the Property or the Facility shall not relieve

Licensee of any obligation to maintain the Property and the Facility in accordance with the terms and conditions of this License.

- L. **EXERCISE OF RIGHTS.** Any failure of a party to exercise its rights herein with regard to any particular action of the other shall not be deemed a waiver with regard to any subsequent action of the other.

**IN WITNESS WHEREOF,** the parties have caused this License Agreement to be executed as of the date first set forth above by their duly authorized representatives.

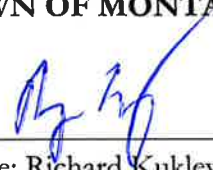
**LICENSOR:**

**FIRSTLIGHT MA HYDRO LLC**

By: \_\_\_\_\_  
Name: Nicholas Hollister  
Title: Senior Operations Manager North

**LICENSEE:**

**TOWN OF MONTAGUE**

By:  \_\_\_\_\_  
Name: Richard Kuklewicz  
Its: Selectboard Chair

By: \_\_\_\_\_  
Name: Christopher M. Boutwell, Sr.  
Its: Selectboard Vice-Chair

By: \_\_\_\_\_  
Name: Matthew Lord  
Its: Selectboard Clerk

**EXHIBIT B**  
(Short Term Use)

1. USE.

A. This License is granted to Licensee to organize, oversee, direct and administer the Pocumtuck Homelands Festival on and through the Property. Specific uses include erecting a large event tent with tables, chairs, and other related items used for such event and that will accommodate a large number of people, including attendees, event organizers/participants, and performers who have been vetted, approved, and selected to perform various activities and instruction in celebration and promotion of such Festival, use of the Property as depicted on Exhibit A, by such Festival attendees, event organizers/participants and approved performers.

B. If any person or persons who are present on the Property become disruptive, e.g. perform(s) or exhibit(s) acts, whether physical or verbal, against others and/or against Festival exhibits and/or in reaction to scheduled Festival activities and/or which may appear to threaten the safety of others in attendance or disrupt general public order in reaction to events and activities occurring on the Property during the Festival and/or Use, a representative of the Town of Montague or the Pocumtuck Valley Homeland Festival event co-sponsors, Nolumbeka Project, may notify the Town of Montague Police Department and may instruct an officer(s) to remove such person(s) from the Festival and the Property. This authority also extends to Festival performers who have not been vetted, approved, and selected by Festival co-sponsors to perform at the Festival.

C. During the festival dates of Saturday, August 6 and Sunday, August 7, Licensee has agreed to provide sani-cans for participants and to complete all event trash removal. Licensee is responsible for procuring any board of health or other regulatory permit to allow this Use.

2. FACILITY.

Any tents, tables, chairs, porta-potties or other improvements to support the Use.

3. CONDITIONS AND RESTRICTIONS.

A. Licensee shall:

- i. Provide FirstLight with a plan to minimize the risk of COVID-19 transmission that is consistent with current or potential risk levels based on the Center for Disease Control and Prevention (CDC) COVID-19 Community Level. Such plans will provide standards for things such as but not limited to, masking, social distancing and capacity limitations and comply with the town health department standards, as well as state and federal requirements for the event location. The CDC Community level can be determined through a search for Franklin County, MA at - <https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>.
- ii. Be solely responsible for any erosion on the Property caused or exacerbated by the Use. In the event that FirstLight determines, in its sole discretion, that erosion within one-hundred feet (100') of the Use on the Property was caused



**EXHIBIT A**  
 [Description of the Property]

That certain property owned by FIRSTLIGHT MA HYDRO LLC, located in **Turners Falls, Massachusetts**, as described in a curative deed dated as of December 13, 2019, and recorded in the Franklin County Registry of Deeds at Book 7469, Page 44, given by FirstLight Hydro Generating Company to FirstLight MA Hydro LLC.



or exacerbated by the acts of the Licensee and Licensee fails to adequately remedy or repair such erosion (the "Erosion Repair") to the reasonable satisfaction of Licensor within thirty (30) days of FirstLight's notice thereof, then Licensor may conduct such Erosion Repair at Licensee's cost and expense, and any such charge shall be due and payable to FirstLight within thirty (30) days of the date of the invoice therefor. In addition, Licensor may require Licensee to plant and maintain native vegetation in order to reduce erosion and run-off from the Property into the Connecticut River, which work shall be performed by Licensee at Licensee's expense.

iii. Immediately cease all work on and Use of Licensor's property upon notification from Licensor of a license violation.

iv. Comply with any and all reasonable conditions imposed by the Licensor from time to time in writing, as the same may be modified and/or amended from time to time by Licensor. Licensor specifically reserves the right to remove unauthorized contractors from the property and shall not be responsible for any costs to Licensee associated with such removal.

B. Except to the extent expressly permitted in this License, Licensee shall not undertake or permit without the prior written consent of Licensor:

i. any use, other than the Use, of the Property; or

ii. any excavation, grading or filling on the Property; or

iii. construction of any structures, fixtures, improvements or temporary structures, including tents and trailers, on the Property; or

iv. the removal of any timber, vegetation or plantings, except for any timber, vegetation and plants specifically permitted herein; or

v. parking or storage, even temporarily of vehicles, materials or equipment on the Property contrary to the terms and provisions of the License until it has received FirstLight's prior written approval; or

vi. third party contractors to perform work on the Property without the authorization of the Licensor and receipt by Licensor of evidence that the contractor is insured and has all necessary consents and permits for such work; or

vii. the application of any fertilizer, pesticides, or herbicides to the Property;

viii. or the kindling of any fires upon the Property.

#### 4. TERM.

The Term shall commence on **Friday, August 5th at 12:00 p.m., Eastern Time (ET) and will expire on Monday, August 8 at 12:00 p.m., ET**, unless sooner terminated as provided in the License Agreement.

The Term hereof may be terminated by either party upon providing seven (7) days prior written notice by a party to the other party.

5. LICENSE FEE.

Licensee acknowledges and agrees that neither it nor any of its members or affiliates has paid or has agreed to pay to FirstLight any “charge” or “fee” as those terms are defined in Massachusetts General Laws Ch. 21 section 17C, as amended, in exchange for the rights, benefits and access provided by this License Agreement, and that the provisions of MGL Ch. 21 section 17C are applicable to this License and the parties hereto.

# MIA PROPERTY AND CASUALTY GROUP, INC.

## CERTIFICATE OF INSURANCE

DATE(MM/DD/YYYY)  
07/01/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE CONTRACTS BELOW.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the contract(s) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>INSURED</b> Town of Montague 1 Avenue A Turners Falls, MA 01376	<b>PRODUCER</b> MIA Member Services Department 530, P.O. Box 4106 Woburn, MA 01888-4106
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**COVERAGES** **CERTIFICATE NUMBER: 25** **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT CONTRACTS OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE CONTRACT 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 CONTRACTS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CONTRACTS.**

INBR LTR	TYPE OF INSURANCE	ADDL INSD	CONTRACT NUMBER	CONTRACT EFF (MM/DD/YYYY)	CONTRACT EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER LOCATION		MON00398-03-22	07/01/2022	07/01/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>Damage To Rented Premises (Each occurrence)</td><td style="text-align: right;">\$100,000</td></tr> <tr><td>Med Exp (Any one person)</td><td style="text-align: right;">\$15,000</td></tr> <tr><td>Personal &amp; Adv Injury</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$3,000,000</td></tr> <tr><td>Products - Comp/Op Agg</td><td style="text-align: right;">\$3,000,000</td></tr> </table>	Each Occurrence	\$1,000,000	Damage To Rented Premises (Each occurrence)	\$100,000	Med Exp (Any one person)	\$15,000	Personal & Adv Injury	\$1,000,000	General Aggregate	\$3,000,000	Products - Comp/Op Agg	\$3,000,000
Each Occurrence	\$1,000,000																	
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Med Exp (Any one person)	\$15,000																	
Personal & Adv Injury	\$1,000,000																	
General Aggregate	\$3,000,000																	
Products - Comp/Op Agg	\$3,000,000																	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS																	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS																	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER INCLUDED? <input type="checkbox"/> (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A																

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THE CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED AS WITH RESPECTS THE TOWN OF MONTAGUE TEMPORARY ACCESS TO PROPERTY DURING THE POCUMTUCK HOMELANDS FESTIVAL FROM August 5-7, 2022  
 POLICY TERM, CONDITIONS AND EXCLUSIONS APPLY

<b>CERTIFICATE HOLDER</b> FIRSTLIGHT MA HYDRO LLC It's directors, officers, employees and affiliates 99 MILLERS FALLS ROAD NORTHFIELD, MA 01360	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED CONTRACTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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# Board of Selectmen Town of Montague

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

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

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

Name of applicant: Suzanne LoManto

Address of applicant: 1 Avenue A Turners Falls

Phone # of applicant: 413-863-3200 ext. 115

Name of organization: River Culture / T.O.M.

Name of legally responsible person: T.O.M.

Location of assembly: Unity Park river front, First St.

Date of assembly: 8/6-8/7 Unity Park

Time of assembly: Begin: 10am End: 7pm

Number of expected participants: 2000-2500

If a procession/parade:  
Route: See attached.

Number of people expected to participate: Pocumtuck

Number of vehicles expected to participate: Homelands

Subject of demonstration: Festival

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

\*\*\*\*\*

Signatures:  
Police Chief: [Signature] Date: 6-28-82

Comments/Conditions: \_\_\_\_\_

Board of Selectmen, Chairman: [Signature] Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

Conne

Dog play field

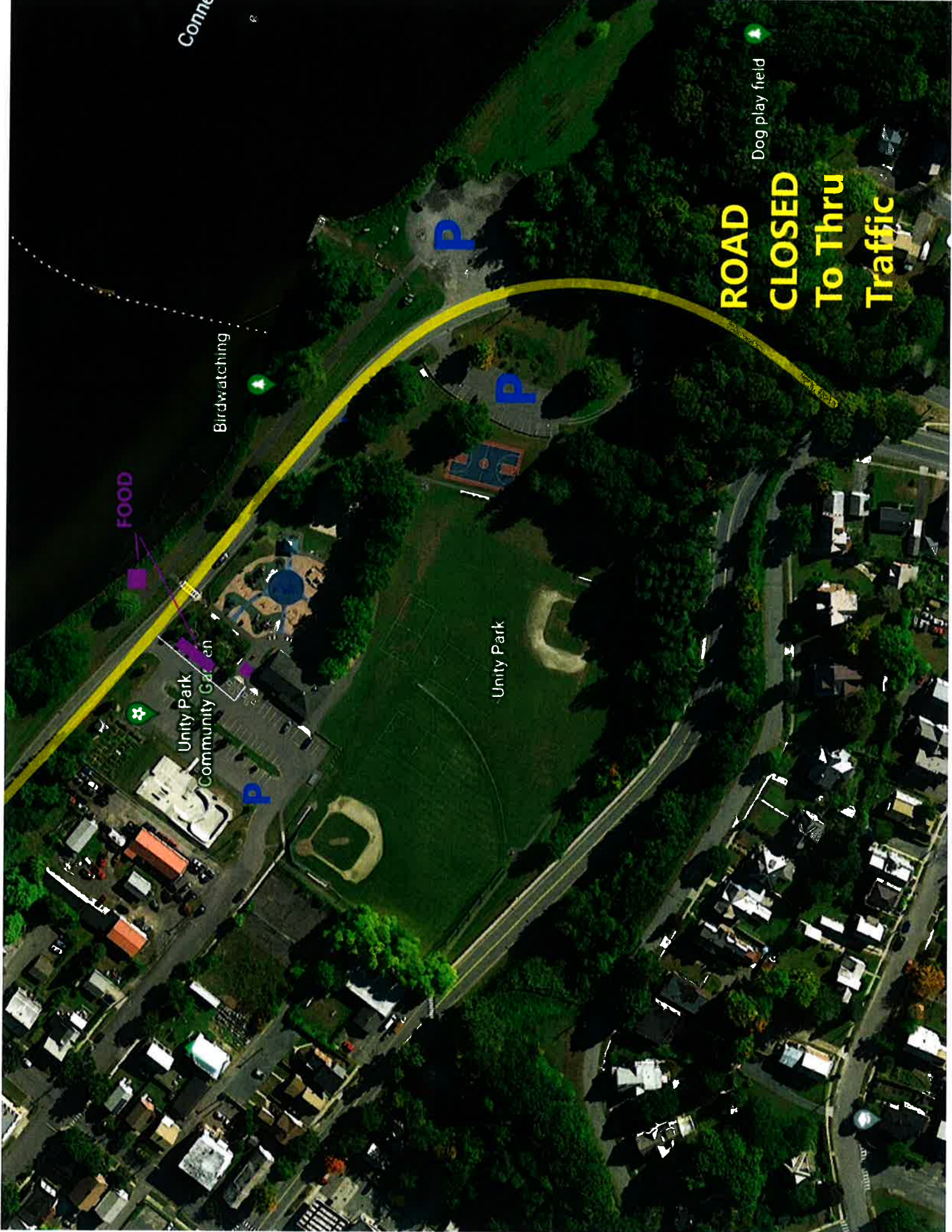
# ROAD CLOSED To Thru Traffic

Birdwatching

FOOD

Unity Park Community Garden

Unity Park



# Pocumtuck Homelands Festival

**TOWN OF MONTAGUE  
APPLICATION FOR AN ENTERTAINMENT LICENSE  
SPECIAL AND REGULAR**

PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS)  
CHAPTER 140, SECTION 181

Date of Application: 6/28/22 Date Approved: \_\_\_\_\_ Fee:           

To the Local Licensing Authority:  
The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 2022  
during the following hours:

Sunday	from: <u>10am</u> to: <u>5pm</u>	Thursday	from: _____ to: _____
Monday	from: _____ to: _____	Friday	from: _____ to: _____
Tuesday	from: _____ to: _____	Saturday	from: <u>10am</u> to: <u>7pm</u>
Wednesday	from: _____ to: _____	Legal Holiday	from: _____ to: _____

This is a "special entertainment permit" request? DATE: \_\_\_\_\_ { yes \_\_\_\_\_ } no \_\_\_\_\_

This is an annual renewal? yes! { yes            } no \_\_\_\_\_

1. NAME OF APPLICANT: \_\_\_\_\_ TELEPHONE: 413-863

2. D/B/A: RiverCulture / T.O.M. 3200 ext

3. PREMISES: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_ 115

4. The specific categories of licensed entertainment sought to be approved are: N/A  
 Radio     Jukebox     Video Jukebox     Pinball Machines  
 Wide Screen TV     Television/Cable     Pool Tables

Automatic Amusement Devices: Video Games, Number of: \_\_\_\_\_ Type: \_\_\_\_\_ Video or \_\_\_\_\_ Keno

- Dancing by patrons    size of floor \_\_\_\_\_
- Instrumental Music    number of instruments & amplifiers \_\_\_\_\_
- Live Vocalists    number of persons/type of show \_\_\_\_\_
- Exhibition    type \_\_\_\_\_
- ~~Trade~~ Show Crafts    type \_\_\_\_\_
- \_\_\_\_\_ Athletic Event    type \_\_\_\_\_
- \_\_\_\_\_ Play    type \_\_\_\_\_
- Readings of Poetry or other
- \_\_\_\_\_ New Years Eve "after midnight entertainment"

Indoors: Size of area to be used: \_\_\_\_\_ Allowed: \_\_\_\_\_ Number of People: 210000? Allowed: \_\_\_\_\_

Outdoors: Size of area to be used: Unity Available Parking: \_\_\_\_\_

Alcohol to be served: NO Waterfront Food Vendors

Applicant Signature  
\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

Board of Health	Fire Department, Chief
Date	Date
Police Department, Chief	Board of Selectmen, Chairman
Date	Date
Inspector of Buildings	Date



# Board of Selectmen Town of Montague

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

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

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

Name of applicant: Suzanne LaManto  
Address of applicant: 1 Avenue A Turners Falls  
Phone # of applicant: 413-863-3200 ext 115  
Name of organization: River Culture  
Name of legally responsible person: T.O.M.  
Location of assembly: Town Hall Annex  
Date of assembly: August 6 @ August 7  
Time of assembly: Begin: 1pm-3pm End: both days  
Number of expected participants: \_\_\_\_\_

If a procession/parade:

Route: Show movie in Annex as part of the Pocumtuck Homelands Festival  
Number of people expected to participate: 2 HRS. both Sat. and Sunday  
 Number of vehicles expected to participate: \_\_\_\_\_

Subject of demonstration: 35 people per viewing

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

\*\*\*\*\*

Signatures:

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

Board of Selectmen, Chairman: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_





# PUBLIC NOTICE

## Smoke Testing Week of July 11, 2022 - 7:00 AM to 5:00 PM

Wright-Pierce, on behalf of the Town of Montague, will be conducting sanitary sewer surveys that will involve smoke testing of the sewer pipes in your neighborhood the week of July 11, 2022.

**HOW THIS AFFECTS YOU:** Most of the work will be performed on public property, usually in the street right-of-way. However, some of these activities may involve personnel to walk across residential yards within the right-of-way, and we would greatly appreciate your cooperation in this effort. Activities that require property owner involvement are detailed below.

**SMOKE TESTING:** "SMOKE TEST" survey will assist our inspection crews in locating breaks and defects in your sewer system. The work includes blowing non-toxic smoke into the sewer collection system through the manholes. You may see smoke coming from the vent stacks and downspouts on houses, from holes in the ground, or from catch basins and drains. The smoke is NON-TOXIC, NON-STAINING, HAS NO ODOR, IS WHITE TO GRAY IN COLOR AND CREATES NO FIRE HAZARD. *The smoke should not enter your home unless you have defective plumbing or dried-up drainpipes. We recommend that you pour a gallon of water into each drain in your household prior to our testing.*

If smoke enters your home or business during the testing, this is a good indicator that sewer gases may also be entering your home or business. Please notify our work crews on site or Lynne Kesler at Wright-Pierce at (603) 570-7101.

**IMPORTANT! If there is any individual in your home or business who has respiratory problems or is immobile, please notify Lynne Kesler at Wright-Pierce at (603) 570-7101 prior to testing.**

**IMPORTANT! All field personnel will carry a photo identification badge displaying the Wright-Pierce logo. If you would like to verify the identification of a specific contractor observed in the field, please contact the Town of Montague Department of Public Works at (413) 863-2054.**

For more information, please visit the Town's website at:

<https://www.montague-ma.gov/n/207/Sewer-Pipe-Smoke-Testing-Week-of-July-11-15>

Field work to be performed by:

**WRIGHT-PIERCE**   
Engineering a Better Environment

## Smoke Testing – Affected Streets

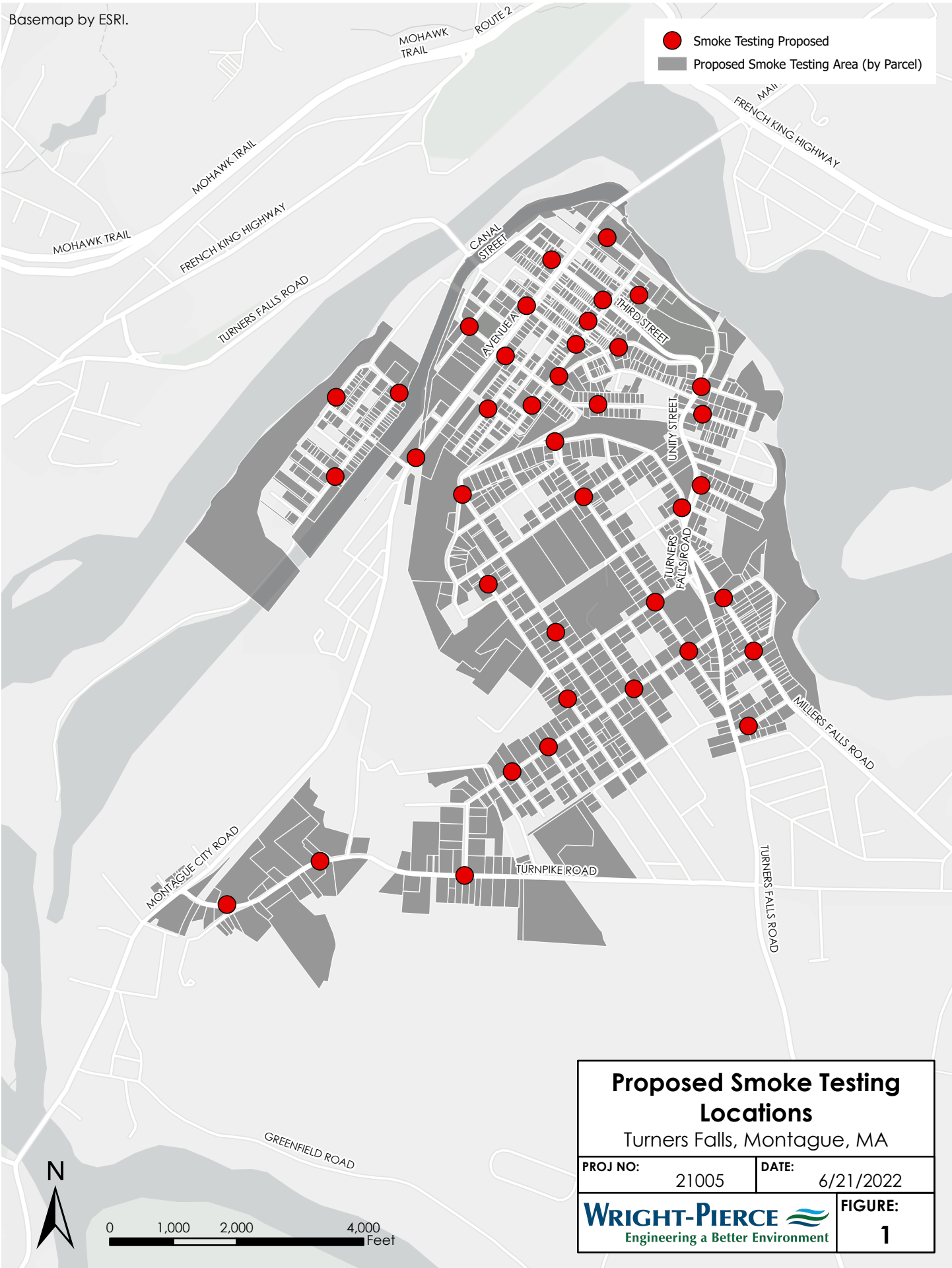
Following are the streets that will be subject to smoke testing the Week of July 11<sup>th</sup>

- AVENUE A
- DAVIS ST
- DELL ST
- EIGHTH ST
- ELEVENTH ST
- FOURTH ST
- G ST
- GEORGE AV
- HIGH ST
- I ST
- J ST
- K ST
- KOSTANSKI SQ
- L ST
- MILLERS FALLS RD
- MONTAGUE ST
- OAKMAN ST
- PARK ST
- PROSPECT ST
- SECOND ST
- TURNPIKE RD
- UNITY ST
- WORCESTER AV

Basemap by ESRI.

- Smoke Testing Proposed
- Proposed Smoke Testing Area (by Parcel)

KTM W:\GIS\_Development\Projects\MA\Montague\21005\_LCTP\_Update\MXDs\LCTP\_Modeling\21005\_LCTP\_Modeling.aprx - TurnersFallsSmoke\_8x11-Portrait



<b>Proposed Smoke Testing Locations</b>	
Turners Falls, Montague, MA	
PROJ NO: 21005	DATE: 6/21/2022
FIGURE: 1	



Stantec Consulting Services Inc.  
5 Dartmouth Drive Suite 200, Auburn NH 03032-3984

June 15, 2022  
File: 195189006

**Attention: Mr. Walter Ramsey**  
1 Avenue A  
Turners Falls, MA 01376

Dear Ramsey,

**Reference: South Ferry Road Bridge Replacement**

Per your request, we are submitting for your review and approval a proposed scope and fee for to perform engineering services for the final design and permitting assistance required to obtain MassDOT review approval for funding and construction for the subject project. The plans that were previously developed for permitting were created by SVE Associates out of Brattleboro, VT and provide details for the removal of an existing 24-inch CMP culvert with a 5'x8' pre-cast three-sided rigid frame crossing of a tributary of Saw Mill River under South Ferry Road. Based on the previously completed design information we have identified the following items that will need to be included in a scope of work for a final design:

- The plans indicate that a 5'x8' pre-cast box culvert will be utilized for the project, but the details show a 3-sided rigid frame (no bottom). If a box culvert is preferred by the Town a minimum of 4-feet of material (not 2-feet as specified) must be provided over the bottom of the box (or the 3-sided rigid frame footing) as required by MADEP Regulations/Standards, which would result in a larger structure.
- The Hydraulic report incorrectly indicates that the proposed location of the replacement crossing is part of a FEMA area of Flooding A. In actuality the proposed replacement crossing is located at a FEMA regulated floodway, with determined 100-year flood elevations based on a FEMA Flood Insurance Study (FIS); the Hydraulic report/calculations for the project and survey must be revised for elevations that are consistent with the datum in the FEMA flood insurance study (FIS) to ensure that the proposed project and crossing does not increase the water level for flooding during the 100-year storm event within the limits of the regulated floodway.
- The existing FEMA FIS model extends roughly 1,000 feet beyond the proposed replacement crossing, it is likely that MassDOT will require a minimum of 500' of stream to be modelled downstream from the proposed replacement crossing, given this, additional survey of the stream appears to be required.
- The available survey of the existing road appears to be limited to roughly 50-feet on either side of the crossing which is insufficient to model the existing and proposed flooding conditions based on the existing FEMA FIS HEC-2 modelled cross sections, supplementary survey of the roadway is required to perform this modelling, ensure that the proposed improvements do not worsen flooding conditions and provide a roadway provide of the road for construction.

**Reference: South Ferry Road Bridge Replacement**

- The proposed plans require a permanent easement to the south of the proposed crossing replacement.
- The proposed plan set would require the following additional information for the proposed construction:
  - Guardrail Details
  - Guardrail end unit Details
  - Construction Details
  - Structural Notes for Pre-Cast Construction
  - Stormwater ByPass Plan
  - Construction Detour/Construction Signage Plan
  - Roadway Plan and Profile and Cross Sections
  - Stream Plan and Profile
  - 3-Sided Rigid frame and/or Box Culvert Details per MassDOT Standards
- The topographic survey is based on an 'assumed' datum (i.e., made up) this must be corrected to correspond to the datum that is utilized in the FEMA FIS.
- There was no subsurface investigation program (borings) performed or available for the project, MassDOT will required a subsurface investigation and Geotechnical Report for approval. At a minimum two (2) borings are required to be performed with soil sampling and bearing capacity calculations for foot designs for the pre-caster.
- There are several missing and/or incorrect items/procedures in the Hydraulic report that will need to be corrected for final design and MassDOT approval including the following:
  - The stormwater flow calculations utilize hydroCAD calculated flows, the use of this flow data is inappropriate for this design/application all stormwater modelling is required to be consistent with FEMA FIS and/or USGS StreamStats stormwater flows. It is likely that when the correct flows are utilized for sizing the structure that the required size of the structure will need to be increased.
  - Stormwater calculations are required to be performed with HEC-RAS software as specified by MassDOT not StreamStats, as included in the Hydraulic report.
  - Stormwater calculations are required to create 6 HEC-RAS modelling scenarios for the proposed crossing:
    - Recreate the HEC-2 model based on the FEMA FIS study.

**Reference:** South Ferry Road Bridge Replacement

- This requires the purchase of archived FEMA stormwater modelling data, and the entry of that previous stormwater model into a current HEC-RAS modelling software.
- Create an existing conditions model based on the survey data.
- Create a proposed conditions model based on the survey data.
- Create all three models with channel “encroachments” for flood elevations for just the channel.
- All stormwater models must demonstrate that the proposed conditions do not provide stormwater flooding elevations that are higher than the existing conditions or previously developed model for the 100-year storm event.
- The Hydraulic model and report are required to model and report on the results of the 2, 10, 25, 50 and 100 -year storm events.
- Scour abatement calculations are required for the structure. MassDOT requires that the following rip rap sizing calculations be performed, and that the worst-case scenario be utilized:
  - HEC-23 Design Guideline#4 for Rip Rap Revetment
  - HEC-23 Design Guideline#14 for Rip Rap at Bridge Abutments
  - HEC-23 Design Guideline for Rip Rap for Bottomless Culverts
  - MassDOT Modified Froehlich Equation for Scour Analysis
- The required length of rip rap beyond the proposed crossing replacement is not calculated, specified or shown on the plans.

Based on the information outlined above, we recommend the following scope and fee to obtain MassDOT review approval for funding and construction.

Preliminary Engineering:

- Create a roadway and stream plan and profile to confirm whether additional survey is required
- Perform a supplementary survey of the existing stream and roadway for modelling
- Update the Survey (and contour elevations) for the FEMA FIS Datum
- Perform 2-borings to a depth of 15-feet (or refusal)
- Create a Geotechnical Report based on the results of the borings
- Obtain FEMA HEC-2 Stormwater Model Report

**Reference: South Ferry Road Bridge Replacement**

- Create a HEC RAS FEMA hydraulic model from the available FEMA HEC-2 Model
- Update the HEC RAS FEMA model for the surveyed existing conditions
- Create a HEC RAS model for the proposed crossing
- Create three models for HEC-RAS Restricted Flow Modelling
- Confirm the preliminary size of the required replacement crossing based on the HEC RAS model and hydraulic calculations.
- Size the proposed scour protection D50 stone size and limits of required scour protection based on the hydraulic model and data.
- Size the proposed bypass for construction
- Create a Hydraulic and Hydrologic Report for Permitting

Preliminary Design:

- Create a project specific Notes Sheet for the Project (Assumes 3 plan sheets)
- Create a Layout Plan for Construction (Assumes 1 plan sheet)
- Create a Roadway and Channel Plan and Profile for Construction (Assumes 2 plan sheet)
- Create Construction Details for the Project (Assumes 4 plan sheets)
- Create 3-sided rigid frame details for Construction (Assumes 3 plan sheets)
- Create preliminary Specifications for Construction
- Prepare a preliminary opinion of probable construction costs for funding
- Submit to the Town draft plans, specifications and reports for review and comment prior to proceeding with permitting

Permitting

- It is our understanding the project currently has been submitted for Montague Cons Com and MADEP review and approval. Permitting scope of work assumes that the proposed final design will be adjusted based on the proposed improvements. If the proposed improvements remain unchanged it is assumed that the scope and associated fee required for MADEP permitting only will not be required for the project.
- Prepare a package for submittal and assist the Town in submitting a MADEP permitting (Assumes 2 Cons Com Meetings)

Reference: South Ferry Road Bridge Replacement

- Prepare a package for submittal and assist the Town in submitting for a (United States Army Corps of Engineers) USACOE permit
- Prepare a package for submittal and assist the Town in submitting for MassDOT review process
- Prepare a package for submittal and assist the Town in obtaining MassDOT funding
- Receive and respond to MassDOT, USACOE and MADEP comments, revise plans, reports and documents based on received comments (assumes 2 sets of revisions to reports, plans, specifications)
- Assist the Town with obtaining an easement for the construction of the project.

#### Final Design

- Update plans and specifications for bidding based on feedback received during MassDOT review and the permitting process.
- Present the final plans in a public meeting for Town comment (assumes 1 meeting).
- Update the opinion of probable construction costs based on the final design

Based on this scope of work we anticipate the following schedule for the project:

- July 1, 2022 Perform Soil Borings
- July 8, 2022 Update and Perform Additional Survey
- August 8, 2022 Obtain HEC-2 Model from FEMA
- September 15, 2022 Create Geotechnical and Hydraulic Reports  
Create Notes, Site Plan and Detail Sheets
- September 29, 2022 Assist the Town with MassDOT Funding  
Submit draft Plans, Specifications and reports to the Town for Review
- October 7, 2022 Submit for MADEP Permit and MassDOT Review
- December 14, 2022 Submit for USACOE Permit
- March 11, 2023 All Approvals in Hand
- March 18, 2023 Final Plans for Bidding to MassDOT and Town
- *March 25, 2023 Start of Bidding*
- *April 20, 2023 Bid Opening*



Reference: **South Ferry Road Bridge Replacement**

- *July 3, 2023* *Start of Construction*

*Note: items shown in italics are not included as part of the proposed engineering scope and would be included as an amendment to this scope and fee for Bidding and Engineering Services During Construction if requested by the Town.*

Stantec can perform this described scope at the schedule indicated at the not to exceed costs of **\$83,389**, a full breakdown of the anticipated level of effort for each item described in the project scope is detailed in Attachment 'A'.

Should you have any questions or wish to discuss this information further please feel free to contact us.

Respectfully Submitted,

**Stantec Consulting Services, Inc.**



**Bryan Ruoff, PE**  
Associate  
Phone: 603-206-7548  
Fax: 603-669-7636  
Bryan.Ruoff@stantec.com

Attachment: Level of Effort Summary  
c. Tom Bergeron, Town of Montague, MA  
Rene LaBranche, Stantec

rb document2



FEE ESTIMATE - South Ferry Crossing

	Principal in Charge	PM	Geotech	Inspector	Engineer	PTL	Trial	Sub/Consultants						
Name	LaBranche, Rene	Ruoff, Bryan	Dykstra, Trey	Potter, Seth	Nothvagle, Robert	Burgmeier, Glenn								
Project Billing Rate	\$225.00	\$155.00	\$163.00	\$109.00	\$109.00	\$109.00	\$0.64	\$1.10						
Total Units (T&M)	20	184	32	20	128	82	440	18000						
Fee (T&M)	\$4,500.00	\$28,520.00	\$5,216.00	\$2,180.00	\$13,952.00	\$8,938.00	\$283.14	\$19,800.00						

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0	\$0.00	\$0.00	\$0.00	\$0.00
Time & Material	466	\$63,306.00	\$283.14	\$19,800.00	\$83,389.14
<b>Total</b>	<b>466</b>	<b>\$63,306.00</b>	<b>\$283.14</b>	<b>\$19,800.00</b>	<b>\$83,389.14</b>

WBS Code	Task Code	Task Name	Start Date	End Date	Units	Task Type	Hours	Labour	Expense	Subs	Total
<b>1</b>	<b>201</b>	<b>PRELIMINARY ENGINEERING</b>				<b>Time &amp; Material</b>	<b>160</b>	<b>\$23,404.00</b>	<b>\$154.44</b>	<b>\$6,600.00</b>	<b>\$30,158.44</b>
1.1	201.1	Prelim Road and Stream Plan & Profile			2	Time & Material	12	\$1,400.00	\$0.00	\$0.00	\$1,400.00
1.2	201.2	Additional Survey			2	Time & Material	2	\$310.00	\$0.00	\$2,750.00	\$3,060.00
1.3	201.3	Botlings			8	Time & Material	12	\$1,400.00	\$154.44	\$3,300.00	\$4,854.44
1.4	201.4	Geotechnical Report			32	Time & Material	48	\$7,328.00	\$0.00	\$0.00	\$7,328.00
1.5	201.5	Obtain FEMA HEC-2 Summary				Time & Material	4	\$436.00	\$0.00	\$560.00	\$996.00
1.6	201.6	Create FEMA HEC-RAS Hydraulic Model				Time & Material	8	\$1,240.00	\$0.00	\$0.00	\$1,240.00
1.7	201.7	Create Existing Conditions HEC-RAS Hydraulic Model			8	Time & Material	8	\$1,240.00	\$0.00	\$0.00	\$1,240.00
1.8	201.8	Create Proposed Conditions HEC-RAS Hydraulic Model			8	Time & Material	8	\$1,240.00	\$0.00	\$0.00	\$1,240.00
1.9	201.9	Create HEC-RAS Floodway Models (3)			12	Time & Material	12	\$1,860.00	\$0.00	\$0.00	\$1,860.00
1.10	201.11	Confirm Crossing Size			2	Time & Material	2	\$310.00	\$0.00	\$0.00	\$310.00
1.11	201.12	Perform Scour Abatement Calculations			4	Time & Material	4	\$620.00	\$0.00	\$0.00	\$620.00
1.12	201.13	Size Stormwater Bypass			2	Time & Material	2	\$310.00	\$0.00	\$0.00	\$310.00
1.13	201.14	Create Hydraulic and Hydrologic Report			4	Time & Material	38	\$5,710.00	\$0.00	\$0.00	\$5,710.00
<b>2</b>	<b>202</b>	<b>PRELIMINARY DESIGN</b>				<b>Time &amp; Material</b>	<b>167</b>	<b>\$20,829.00</b>	<b>\$128.70</b>	<b>\$0.00</b>	<b>\$20,957.70</b>
2.1	202.1	Create Note Sheets (Assumes 3)			2	Time & Material	14	\$1,618.00	\$0.00	\$0.00	\$1,618.00
2.2	202.2	Create Plan and Profile Sheets (Assumes 2)			2	Time & Material	26	\$2,326.00	\$0.00	\$0.00	\$2,326.00
2.3	202.3	Create Layout Plan (Assumes 1)			1	Time & Material	17	\$1,899.00	\$0.00	\$0.00	\$1,899.00
2.4	202.4	Create Construction Details (Assumes 3)			6	Time & Material	38	\$4,418.00	\$0.00	\$0.00	\$4,418.00
2.5	202.5	Create Pre-Cast Structure Details (Assumes 2)			4	Time & Material	36	\$4,108.00	\$0.00	\$0.00	\$4,108.00
2.6	202.6	Create Preliminary Specifications for Permitting			16	Time & Material	16	\$2,460.00	\$0.00	\$0.00	\$2,460.00
2.7	202.7	Create Preliminary Opinion of Probable Cons Costs			8	Time & Material	8	\$1,240.00	\$0.00	\$0.00	\$1,240.00
2.8	202.8	Submit and Review Plans With Town			4	Time & Material	12	\$2,140.00	\$128.70	\$0.00	\$2,268.70
<b>3</b>	<b>203</b>	<b>PERMITTING</b>				<b>Time &amp; Material</b>	<b>77</b>	<b>\$10,376.00</b>	<b>\$0.00</b>	<b>\$13,200.00</b>	<b>\$23,576.00</b>
3.1	203.1	Montague Cons Com			2	Time & Material	12	\$1,618.00	\$0.00	\$2,750.00	\$4,368.00
3.2	203.2	NHDES Permit			2	Time & Material	0	\$0.00	\$0.00	\$2,750.00	\$2,750.00
3.3	203.3	USACOE Permit			4	Time & Material	16	\$1,928.00	\$0.00	\$7,700.00	\$9,628.00
3.4	203.5	MassDOT CHS Review			12	Time & Material	12	\$1,660.00	\$0.00	\$0.00	\$1,660.00
3.5	203.6	MassDOT Funding Support			5	Time & Material	5	\$775.00	\$0.00	\$0.00	\$775.00
3.6	203.7	Respond to Comments During Permitting			8	Time & Material	16	\$2,112.00	\$0.00	\$0.00	\$2,112.00
3.7	203.8	Assist the Town with Obtaining Easements			4	Time & Material	14	\$2,062.00	\$0.00	\$0.00	\$2,062.00
<b>4</b>	<b>204</b>	<b>FINAL DESIGN</b>				<b>Time &amp; Material</b>	<b>62</b>	<b>\$5,698.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,698.00</b>
4.1	204.1	Update Plans for Bidding			4	Time & Material	44	\$5,628.00	\$0.00	\$0.00	\$5,628.00
4.2	204.2	Update Specifications for Bidding			4	Time & Material	14	\$2,450.00	\$0.00	\$0.00	\$2,450.00
4.3	204.3	Update Opinion of Probable Costs for Construction			4	Time & Material	4	\$620.00	\$0.00	\$0.00	\$620.00

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

THIS AGREEMENT is made this \_\_\_\_day of \_\_\_\_ 2022, by and between the Town of Montague, hereinafter called the OWNER and Stantec Consulting Services Inc., with offices at 5 Dartmouth Drive Suite 200 Auburn, NH 03032 (herein called the "CONSULTANT"):

The OWNER’S Designated Representative under this contract is:

Name Tom Bergeron Position/Title Highway Superintendent

Address: 128 Turners Falls Road, Turners Falls, MA 01376

Telephone (413) 863-3054

Email hwysupt@montague-ma.gov

The CONSULTANT’S Designated Representative under this contract is:

Name \_\_\_\_\_ Position/Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

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 for South Ferry Road Culvert Replacement**

**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 \$ 83,389 for the scope of services described in Article 3 of this AGREEMENT.
- 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
- 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 OWNER does not guarantee the accuracy of information furnished and CONSULTANT must satisfy itself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by OWNER. If the above data are not available or they are in the opinion of CONSULTANT insufficient, CONSULTANT, upon request, may be given authorization to obtain the services of a consultant or perform the work with its own employees. Such consultants shall carry adequate liability insurance. In no case shall CONSULTANT commence such additional work without prior written authorization of OWNER.

Written consent shall not in any way relieve CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specification, estimates and other work or material furnished.

## **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.

## **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 \_\_\_\_\_, to my best knowledge and belief, has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Date \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Authorized Official's Signature

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

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Authorized Official’s Signature

\_\_\_\_\_  
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

**From:** [Cohen, Elena \(SEN\)](#)  
**To:** [Cohen, Elena \(SEN\)](#)  
**Subject:** Senate extends remote meeting provision  
**Date:** Tuesday, July 5, 2022 4:52:05 PM

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Good afternoon,

I wanted to follow up on my last email with this update from today.

The Senate has voted to approve extending the remote meeting provisions. The House has not yet taken it up, but House Speaker Mariano has indicated that he understands that this issue is time-sensitive. I've pasted in a more detailed article about the bill below. As the article below describes, the soonest a bill could reach the Governor's desk would be Thursday, but we have no guarantee that this will happen or that it will happen before the remote meeting provisions expire on 7/15.

I'll be in touch as soon as we have any more information, but please feel free to be in touch at any time.

Warmly,  
Elena

---

## Senate Approves Pandemic Policy Extensions Bill

*House Mindful That Policy Extensions Set To Expire July 15*

**Colin A. Young and Sam Doran** 7/5/22 2:12 PM

JULY 5, 2022.....During its first session of the final month of serious legislating, the Massachusetts Senate on Tuesday released and passed a bill further extending some pandemic-era policies.

Several policies dealing with remote or virtual participation would be kept alive until Dec. 15, 2023 under the bill, including the ability for towns to hold representative town meetings through remote participation, public bodies' ability to meet entirely by remote participation without a physical quorum, the ability of select boards to set the quorum number for representative or open town meetings, and the authorization for remote participation in non-profit corporate meetings, according to a [bill summary](#) provided by the Senate Ways and Means Committee.

The bill would also extend a policy allowing notaries public to perform notarial acts over real-time videoconference until Dec. 15, 2023. It requires that landlords serving a notice to quit for nonpayment of rent must provide tenants with information on their legal rights, availability of rental assistance programs, and any legal restrictions on residential evictions, according to the



summary.

The Senate Ways and Means Committee reported the bill (S 2982) Tuesday morning ahead of a lightly-attended Senate session and Chairman Michael Rodrigues explained that there is some urgency to the bill.

"These measures are set to expire on the 15th of July, next week. These measures that are in the bill were the same measures that we voted on in the FY23 operating budget back in May and we thought it'd be best if we move these separately in the bill to ensure that these measures do get passed onto the governor's desk in time to be effective," Rodrigues said Tuesday, alluding to the facts that the combination of an overdue fiscal year 2023 state budget that has not yet been finalized and Gov. Charlie Baker's 10-day review window could push the budget's effective date out later than July 15. "All of the measures in this bill were voted on in the budget."

Fifteen of the 17 members of the Senate Ways and Means Committee voted to advance the bill to the full Senate on Tuesday morning while two -- Minority Leader Bruce Tarr and Republican Sen. Ryan Fattman -- reserved their rights and did not weigh in either favorably or unfavorably.

The Senate entered a lengthy recess at 11:20 a.m. when amendments were filed by Sens. Patricia Jehlen, Cynthia Friedman and Tarr. With limited discussion, the Senate rejected Tarr's amendment (which would have extended the availability of prescription drug coupons) and adopted those filed by Friedman (delaying enforcement of health care provider notice requirements for out-of-network bills until Jan. 1, 2025) and Jehlen (extending to Dec. 15, 2023 the ability for assisted living nurses to provide basic health services to residents).

The House did not take up the COVID-era extensions bill Tuesday, meaning that the earliest it could reach the governor's desk is Thursday, when both branches are planning to hold formal sessions. Though Baker signed a very similar suite of policy extensions last summer within about 13 hours of it clearing the Legislature, there is no guarantee that the bill the Senate passed Tuesday will become law before the policies it extends expire on July 15. Baker's review period would extend until July 17 if the bill gets to his desk Thursday.

A spokeswoman for House Speaker Ronald Mariano told the News Service that the House "recognizes the time-sensitive nature of the bill" and will review it as soon as the Senate's paperwork is processed and sent to the

House. The House will meet in an informal session Wednesday. Other COVID-era policies have been extended permanently, like mail-in voting and expanded early voting. Those allowances proved popular when they were relied upon for the 2020 elections and Baker last month signed a law making them permanent features in Massachusetts elections. Massachusetts Republican Party Chairman Jim Lyons and others filed a lawsuit seeking to overturn that law and the Supreme Judicial Court plans to hear arguments Wednesday related to the MassGOP's request for an injunction to block Secretary of State William Galvin from mailing ballot applications to more than 4.7 million voters later this month.

-END-

07/05/2022

**Elena Cohen**

District Director

Office of Senator Jo Comerford

*Hampshire, Franklin, Worcester District*

[elena.cohen@masenate.gov](mailto:elena.cohen@masenate.gov)

Pronouns: she/her/hers



# Office of the Town Administrator

Town of Montague

One Avenue A

Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108

FAX (413) 863-3231

July 7, 2022

Joint Committee on Public Service  
 Massachusetts House of Representatives  
 24 Beacon Street,  
 Boston, MA 02133

Honorable Members,

On May 7, 2022, Montague Town Meeting approved AN ACT EXEMPTING ALL POSITIONS IN THE POLICE DEPARTMENT OF THE TOWN OF MONTAGUE FROM THE CIVIL SERVICE LAW. This action came following thoughtful consideration of the shortcomings of Civil Service, particularly in rural communities. Accordingly, we urge passage of House Bill H4924: An Act exempting all positions in the police department of the town of Montague from the civil service law, as sponsored by Representative Natalie Blais of the 1st Franklin District.

Montague benefits from an exceptional police department. However, in recent years the number of eligible Civil Service candidates has dropped precipitously, leaving us to hire from a vanishingly small pool of applicants - most recently as few as only two or three. This persistent trend is not expected to change. Our goal in requesting passage of this Act is to ensure that the Town can meet its goals of quality and diversity in its law enforcement workforce, now and in the future.

Montague is working in collaboration with its Police Unions for Sergeants, Patrol & Detectives, who are in accord with this direction.

We urge that you support the Town of Montague's request.

Respectfully,

Steven Ellis, MPA  
 Town Administrator

CC: Montague Selectboard  
 Representative Natalie Blais, 1<sup>st</sup> Franklin District  
 MPD Chief Christopher Williams



# Office of the Town Administrator

Town of Montague

One Avenue A

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10B4

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May 17, 2022

The Honorable Natalie Blais  
[natalie.blais@mahouse.gov](mailto:natalie.blais@mahouse.gov)

RE: H-4791 An act relative to equity in the cannabis industry

Dear Representative Blais,

Please accept this letter of concern from the Town of Montague regarding the proposed Act Relative to the Cannabis Industry (H-4791), which I understand to reflect many changes introduced to an original bill that left the Senate as S-2823. Please know that my concerns reflect those of the vast majority of municipal officials who have entered into Host Community Agreements (HCAs) with cannabis interests.

Allow me to start with two positive remarks. First, the establishment of clear rules and a funding stream for the social equity program is viewed as a positive development. Such guidance is in fact overdue and we applaud efforts to level the playing field for entry into market that is dominated by well positioned interests. Second, we are gratified to see that some of the progress reflected in the final version of S-2823 is continued in H-4791. In particular, I applaud the removal of language that would have made any new rules related to HCAs and impact fees retroactive to 2016. This would be very detrimental to municipalities that entered into agreements in good faith with cannabis firms.

The two divergent themes in the paragraph serve to underscore the problem with this Bill as it is crafted. The Bill's proponents have inappropriately combined important issues related to social equity and access to a new economic marketplace with HCA regulation in an obvious attempt to gain momentum to push through a bad idea (establishing the means to undo contractual agreements entered into in good faith) with a good idea (encouraging social equity through responsible policy guidance).

Although I would prefer to see the two subjects decoupled entirely, I will make one specific request for change in the present language.

1. Remove language in the Bill that mandates that the Cannabis Control Commission review all HCAs for compliance with the new rules prior to submission of a new license application and at each renewal.

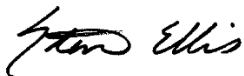
Adding these last four words are a mandate for an annual CCC compliance review process that will predictably lead to the termination or radical redrafting of most host community agreements. Beyond issues of contract law, this ignores the reality that firms approached our community and universally

proclaimed their willingness to make these commitments, which we mutually agreed to be responsible and desirable. Since the first (and still only) cannabis establishment began commercial operation in Montague we have operated entirely in good faith, properly segmenting and using impact fees in a manner consistent with the terms of the applicable HCA. The good faith with which both partners entered into the agreement and have since conducted themselves will not matter. There are too many particulars and “don’ts” sprinkled throughout this legislation for them not to be flagged.

Municipalities such as Montague viewed the inherent risk of being early adopters and collaborators with cannabis establishments, and worked within what were reasonably understood to be the rules in coming to mutual agreements with those establishments. It is galling that those agreements – the basis for so many strategic decisions relative to the allowance of these firms to operate in our communities – are threatened as they are by this legislation. It is my sincere hope that the above highlighted language can be corrected in order to protect communities best interests relative to existing HCAs.

Please feel free to contact me with any questions if clarification is needed. As always, I appreciate the work you do on behalf of this Town, your District, and the Commonwealth.

Respectfully,

A handwritten signature in black ink that reads "Steven Ellis". The signature is written in a cursive, flowing style.

Steven Ellis, MPA  
Town Administrator

CC: Montague Selectboard  
Senator Jo Comerford



Massachusetts  
Municipal  
Association

3 Center Plaza, Suite 610 • Boston, MA 02108  
617-426-7272 • 800-882-1498 • fax 617-695-1314  
www.mma.org

June 27, 2022

The Honorable Michael J. Rodrigues, Senate Chair  
The Honorable Daniel M. Donahue, House Chair  
The Honorable Joanne M. Comerford  
The Honorable Joseph F. Wagner  
The Honorable Ryan C. Fattman  
The Honorable Mathew J. Muratore  
Conference Committee on H. 4800 and S. 2823  
State House  
Boston, MA 02133

Dear Distinguished Members of the Conference Committee:

On behalf of the cities and towns of the Commonwealth, the Massachusetts Municipal Association (MMA) is writing to share comments on the important effort to promote social equity and foster economic empowerment in the cannabis industry. As you work to reconcile the House and Senate versions of *An Act relative to equity in the cannabis industry* (H. 4800 and S. 2823), we urge you to ensure the final bill protects existing contracts, preserves the ability to negotiate community impact fees on behalf of taxpayers, and retains necessary incentives for recreational marijuana host communities. Recognizing that cities and towns are vital stakeholders in the successful development of this industry in Massachusetts, the MMA would like to offer the municipal perspective as you work diligently to prepare a final bill for consideration.

### **Cannabis Social Equity Trust Fund**

We greatly appreciate the provisions included in both the House and Senate bills that advance social equity as a key priority. We applaud the efforts in each proposal to capitalize a new Cannabis Social Equity Trust Fund. One of the primary barriers in the cannabis industry is access to capital to many entrepreneurs who have been disproportionately harmed by the War on Drugs, and this fund provides a needed step toward correcting this. The new Cannabis Social Equity Trust Fund would provide critically-needed grants and loans for economic empowerment and social equity participants. As such, we commend both chambers for including this important provision in the legislation, and the MMA supports the House's funding level, which would transfer 20% of the Marijuana Regulation Fund to the Cannabis Social Equity Trust Fund annually.

### **Host Community Agreements**

We have strong concerns regarding language in the bills that present potential retroactive impacts on *existing* host community agreements. As you know, cities and towns led the way in deciding whether to host commercial marijuana enterprises and have negotiated in good faith to

execute host community agreements. More than 1,000 such contracts have been put in place, which has since established a platform for growth of the industry. Constitutional tenets protect existing contracts from statutory encroachment, and such provisions would invite extensive litigation and rejection in the long term. We urge you to clarify this in the final bill with language to ensure existing contracts are allowed to continue until their expiration. We also urge you to avoid overregulation of host community agreements by the Cannabis Control Commission, as these agreements should reflect local needs, and should not be subject to a one-size-misfits-all overreach by a state administrative agency.

### **Community Impact Fees**

There is a significant level of disagreement around how to quantify and recognize community impact fees, exacerbated by the multi-billion-dollar cannabis industry's campaign to downplay the direct and indirect impact of the industry on municipalities. While the state is still in the beginning stages of developing the cannabis field, it is problematic to eliminate these fees while we are still uncovering the true costs of this rapidly growing industry. Further, restricting or eliminating the 3% community impact fee would reduce one of the principal incentives for local adoption of recreational cannabis sales. Incumbent businesses would have a permanent advantage in the marketplace, and new entrants would face the steeper challenge of competing with fewer new locations across the state. We support the Senate bill's provisions, which would allow communities to renegotiate the fees in subsequent contracts. The MMA continues to believe the best method of reaching agreement is to allow the parties to do so directly, without state or industry interference.

### **Social Consumption Sites**

The MMA is supportive of the provisions that would allow municipalities to authorize on-site consumption of cannabis. We appreciate the inclusion of opt-in language in both the House and Senate bills, and would like to stress the importance of local control in the integration of this new and burgeoning aspect to the recreational marijuana industry in Massachusetts.

### **Expungement**

We support the provisions in the bills that would allow for expungement of prior offenses related to the possession or distribution to marijuana in amounts that have subsequently been decriminalized. We know that the War on Drugs disproportionately impacted people of color, and expanding expungement efforts will help further the goals of equity and justice. The MMA supports the language of the House bill for its simplicity, but is encouraged by expungement efforts in both bills.

### **SUMMARY**

The MMA supports and appreciates the shared goal of the companion bills to advance equity in the cannabis industry. However, overregulation would create an uncertain landscape for cities and towns that are working to successfully navigate the burgeoning cannabis industry. We respectfully ask that as you develop a final bill you support the critically important social equity provisions, avoid interference with existing contracts, protect municipal authority to negotiate

community impact fees, and exclude undue and cumbersome regulatory burdens on municipalities.

Thank you very much for your consideration and attention to this important issue for the Commonwealth and our cities and towns. If you have any questions regarding our comments or require additional information, please do not hesitate to have your office contact me or MMA Legislative Analyst Ali DiMatteo at 617-426-7272 x 124 or [adimatteo@mma.org](mailto:adimatteo@mma.org) at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Beckwith". The signature is stylized and cursive.

Geoffrey C. Beckwith  
Executive Director & CEO