

## **MONTAGUE SELECTBOARD MEETING**

**1 Avenue A and VIA ZOOM**

**Monday, April 10, 2023**

### **AGENDA**

**Join Zoom Meeting** <https://us02web.zoom.us/j/84724483921>

**Meeting ID: Dial into meeting: 847 2448 3921 +1 646 558 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 Approve Selectboard Minutes from April 3, 2023
3. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:33 John Dobosz, Parks and Recreation Director
  - Execute Massachusetts Cultural Council Contract, Festivals and Projects Grant, \$2,500
5. 6:37 Caitlin Kelley, Director of Montague Public Libraries
  - Request to transfer \$2,740 from CD Discretionary Unallocated (225-5-184-5200) to CD Outdoor Library Facilities (225-5-184-5287)
6. 6:40 License for extended use of Public Property for Outdoor Retail and Dining:
  - Upper Bend 112 Avenue A, Turners Falls
7. 6:45 License for extended use of Public Property for Outdoor Retail and Dining and closure of alley between building and unity park
  - Pioneer Valley Brewery, 151 Third Street, Turners Falls
8. 6:50 Personnel Board
  - Appoint Eli Smith to the Montague Tree Advisory Committee thru 6/30/24
9. 6:55 Wendy Bogusz, Executive Assistant
  - Summer Meeting Schedule
10. 7:05 Town Meeting
  - Hear Moderator's Report and Any Requests Related to a "Hybrid" Annual Town Meeting
  - Town Meeting Warrant-To Approve and Execute May 6, 2023 draft warrant, attached hereto
  - Town Meeting Motions-To consider any recommendations, attached hereto



## **Montague Selectboard Meeting**

**April 10, 2023**

**Page 2**

11. 7:25 Walter Ramsey, Assistant Town Administrator
  - Authorize grant agreement with Housing and Urban Development FY23 Community Project Funding Program for Avenue A Streetscape Improvement Project (\$975,000)
  - Update on Capital Plan Review and Development
12. 7:35 Clean Water Facility Superintendent, Chelsey Little
  - Monthly Permit Discharge Summary March 2023
13. 7:45 Steve Ellis, Town Administrator
  - Consider license agreement with FirstLight MA Hydro, LLC for Placement of Combined Sewer Overflow Notification Signage
  - Updates relative to potential FERC Settlement Agreement with FirstLight MA Hydro, LLC
  - Topics not anticipated within the 48hr posting
14. 7:55 Executive Session under G.L. c. 30A, s. 21(a)(2) to conduct contract renewal negotiations with Clean Water Facilities Superintendent, Chelsey Little; votes may be taken.
15. 8:15 Executive Session under G.L. c. 30A, s. 21(a)(2) to conduct contract renewal negotiations with Police Lieutenant, Chris Bonnett; votes may be taken.

### **OTHER:**

#### **Next Meetings:**

- Selectboard, Monday April 24, 2023, Via Zoom
- Annual Town Meeting Saturday May 6, 2023 9:00AM Turners Falls High School, 222 Turnpike Rd, Montague
- Pre-Town Meeting Cider and Donuts Information Session May 6, 2023 8:00AM, Turners Falls High School Cafeteria



April 03, 2023

Dear Jon Dobosz,

We are pleased to inform you that Town of Montague for Montague Parks & Recreation Department has been approved for a Festivals & Projects grant of \$2,500 (FY23-FE-PRJ-52572) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY23 state budget. This allows us to continue to support Massachusetts' dynamic artists and creative individuals, communities, cultural organizations, schools, and creative youth development across the Commonwealth.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to our Fiscal Department by April 28, 2023. This will help us process your grant as quickly as possible. For questions about the contract, please contact Marc Sulmonte at 617-858-2823 or [marc.sulmonte@mass.gov](mailto:marc.sulmonte@mass.gov). For questions about the program please contact [Festivals.Projects@mass.gov](mailto:Festivals.Projects@mass.gov).

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.



Nina Fialkow  
Chair



Michael J. Bobbitt  
Executive Director



## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Montague for Montague Parks & Recreation Department (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Cultural Council <b>MMARS Department Code:</b> ART	
<b>Legal Address: (W-9, W-4):</b> Town Hall 1 Avenue A Turners Falls MA 01376-1115		<b>Business Mailing Address:</b> 10 Saint James Ave., 3rd Fl., Boston, MA 02116	
<b>Contract Manager:</b> Jon Dobosz	<b>Phone:</b> 413-863-3216	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> recdir@montague-ma.gov	<b>Fax:</b> 413-863-3229	<b>Contract Manager:</b> Marc Sulmonte	<b>Phone:</b> 617-858-2823
<b>Contractor Vendor Code:</b> VC6000191893		<b>E-Mail:</b> marc.sulmonte@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001. (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
<b>RFR/Procurement or Other ID Number:</b> FY23-FE-PRJ-52572			
<b><u>X</u> NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). <b>\$2,500</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This is a grant of financial assistance for Unity Fest & Makers Market.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <b>July 01, 2022</b> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2023</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>	



**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



**CONTRACTOR LEGAL NAME :**  
**CONTRACTOR VENDOR/CUSTOMER CODE:**

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

<b>AUTHORIZED SIGNATORY NAME</b>	<b>TITLE</b>

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

**PROOF OF AUTHENTICATION OF SIGNATURE**

**This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.**

**This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.**

Signatory's full legal name (print or type):

Title:

**X** \_\_\_\_\_

Signature as it will appear on contract or other document (Complete only in presence of notary):

**AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:**

I, \_\_\_\_\_ (NOTARY) as a notary public certify that I witnessed  
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

AFFIX NOTARY SEAL

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the  
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's  
authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL



Shirley A. Lilly & Gregory A. Lilly

Hilltown Tents

1144 Watson Spruce Corner Road

Ashfield, MA 01330

# 5 Estimate

Date	Estimate #
2/16/2023	4453

Name / Address
Montague Public Library Angela Rovatti-Leonard 201 Avenue A Turners Falls, MA 01376

Location	Event Date	Contact

Qty	Description	Cost	Total
	Installed from 5/22/23 - 9/25/23 - 18 weeks		
1	20' x 40' Frame Tent - 18 weeks	10,800.00	10,800.00
1	Building Permit	40.00	40.00
	Discount - 75%	-8,100.00	-8,100.00

Estimates are valid for 15 days. Any Estimate not returned within 15 days will be deemed null and void.

Please make check payable to: Hilltown Tents and return with one signed copy of the Estimate in the enclosed envelope. Signing of this Estimate acknowledges that I have read the Renters Check List and General Information Sheet and agree to all terms stated therein.

SIGNATURE \_\_\_\_\_

<b>Subtotal</b>	\$2,740.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$2,740.00



# Community Development Discretionary Account

## Transfer Request

Allocation from 225-5-184-5200 (CD Unallocated)

Authorization to transfer **\$2750.00**

from CD Discretionary Unallocated (225-5-184-5200)

to CD Outdoor Library Facilities (225-5-184-5287)

Request Date: April 10, 2023

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Selectboard Chair

### **Balances before transfer**

CD Discretionary Unallocated: \$

CD Outdoor Library Facilities: \$ 2,750

### **Balances post transfer**

CD Discretionary Unallocated: \$

CD Downtown Beautification: \$ 2,750





## Montague Selectboard

1 Avenue A  
Turners Falls, MA 01376

(413) 863-3200 ext. 108

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### COVID-19 EMERGENCY MEASURES

## LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR OUTDOOR RETAIL AND DINING

No Fee

The COVID-19 pandemic has caused not only a public health crisis, but also a worldwide and local economic crisis. Public health requirements for social distancing, coupled with indoor business capacity limits, have placed substantial new burdens on businesses as they seek to provide products and services to customers at a volume sufficient to sustain profitability. This is particularly true in relation to small restaurants, cafes, and retail shops.

To make accommodation for businesses dealing with these constraints, the Selectboard wishes to make temporary accommodations that will allow these types of businesses to make use of adjacent public spaces to provide outdoor seating, browsing, or pick-up space for their patrons. This will often involve town sidewalks or parking spaces. Given the intent of this initiative, which is to maintain the vitality of our downtown areas, the Town will waive any fees for this permit or others required to extend temporary service into public spaces licensed for use through this application. Note that other non-town fees may still apply.

Outdoor dining and retail areas of appropriate design, configuration, and appearance can be an attractive and welcome amenity throughout the warmer months of the year. Extended use public space license applications will be reviewed by Town staff and given final approval by the Selectboard or its designee, but may also be subject to additional governmental approvals and the approval of the property owner of the building in which the business is located.

Licenses may be for an extended period, but will be subject to annual or potentially more frequent renewal so as to assure that business operations remain in compliance with the terms of the original approval, alignment with Town interests, and sensitive to any changes in emergency conditions. Note that licenses are not currently intended to be available during the Winter Parking Ban period, which typically runs December 1 – April 1, but may begin or end earlier or later at the discretion of the Selectboard.

**This form should be submitted to the Selectboard a minimum of 10 days prior to the intended operation date to allow time for processing and approval. All information must be complete.** Questions related to this license application form can be directed through to the Selectboard Office.



**LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR  
OUTDOOR RETAIL AND DINING  
COVID-19 EMERGENCY MEASURES**

Name of Business: SEAWOOD LLC DBA THE UPPER BEND  
Address: 112 AVENUE A TURNERS FALLS  
Owner Name: WILLIAM MCKERCHIE  
Owner Phone: 315-396-3607  
Owner Email: hello@upperbend.com  
Manager Name: \_\_\_\_\_  
Manager Phone: \_\_\_\_\_  
Manager Email: \_\_\_\_\_

**Intended Use**

- ☒ Dining: Outdoor food services without alcohol  
☒ Dining: Outdoor food services with alcohol (Actual component must be approved by state ABCC)  
☐ Retail: Sale of material goods or services

**Is a temporary tent or similar structure proposed?**

☐ Yes

☒ No

**Does the plan require the use of a public parking space(s)?**

☐ Yes, plans require use of \_\_\_\_ spaces

☒ No

**Does the plan maintain a minimum of 3ft width ADA clearance on public sidewalks?**

*If No, please contact the Planning Department to develop a plan to ensure ADA compliance.*

☒ Yes

☐ No

**Requested term of license period:** Start Date: ASAP

End Date: 12/1/23

*Latest expected/available end date is November 30, 2021.*

**Expected days of week and hours of outdoor operation (no outdoor operations after 10pm):**

WED - SUN, 8AM to 3PM



**Daily maintenance and cleaning plan:**

SWEEP SIDEWALKS DAILY, PROVIDE COMPOST FOR OUR FOOD + DRINK CONTAINERS. SANITIZE TABLES AFTER EACH USE AND AS NEEDED

**Plan for securing fixtures during evening and closed hours:**

TABLES + CHAIRS WILL BE STORED INSIDE DURING OFF HOURS

**Required Attachments:**

- Area Plan: Provide a neatly drawn schematic depicting the precise area of the proposed outdoor dining or retail area, the arrangement of outdoor furniture, perimeter fencing, café umbrellas, outdoor heaters, and any other equipment. Areas designated for pick-up of takeout food or retail products shall also be shown. Table sets (tables including their chairs) shall be separated by at least six feet when patrons are seated. Take-out food pickup shall be a minimum of six feet from patron seating.
- Insurance: The Applicant shall provide a Certificate of Insurance meeting the requirements set forth in the Rules and Regulations for Outdoor Retail and Dining.
- Permits and Approvals: If the Applicant intends to erect any tents or structures, the applicant shall consult with the Building Department and comply with permit requirements, if any, before they are erected.
- Tax Certificate: The Applicant shall receive certification from the Tax Collector demonstrating that neither the Applicant nor the owner of the indoor premises (if different) has any past due taxes, fees, or assessments owed to the Town of Montague. No License shall be issue unless the applicant and property owner are current on all taxes, fees, and assessments.
- Acknowledgments of Rules and Regulations: The Applicant shall acknowledge receipt of the Rules and Regulations for Outdoor Retail and Dining and its intent to be bound by and comply with all such Rules and Regulations.



I HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE AND THAT I AM DULY AUTHORIZED TO ENTER INTO BINDING AGREEMENTS IN BEHALF OF THE APPLICANT.

Owner Signature: W. M. (If different from Business Owner)  
Town Clerk signature: [Signature]

Name (printed): WILLIAM MCKERLIE Name (printed): OLIVER MILLER / 108 PROPERTIES

Date: 4/5/23 Date: 4/5/23

**APPROVAL BY SELECTBOARD or Designee:**

\_\_\_\_\_  
Selectboard Chair or Designee Date

**ADDITIONAL APPROVALS AS NECESSARY**

- ☐ Town Administrator/ ADA Officer \_\_\_\_\_
- ☐ Health Director \_\_\_\_\_
- ☐ Police Chief \_\_\_\_\_
- ☐ Fire Chief \_\_\_\_\_
- ☐ Building Inspector \_\_\_\_\_
- ☐ Town Planner \_\_\_\_\_

**Town Use Only**

*Town Internal Routing, with approval received as necessary:*

- ☐ *Selectboard's Office*
- ☐ *Town Administrator/ ADA Officer*
- ☐ *Health Director*
- ☐ *Police Chief*
- ☐ *Fire Chief*
- ☐ *Building Inspector*
- ☐ *Town Planner*



## **RULES AND REGULATIONS**

### **LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR OUTDOOR RETAIL AND DINING**

All Temporary Licenses for Use of Public Property for Outdoor Retail or Dining shall be subject to the following Rules and Regulations:

1. Licensees wishing to expand their premises to include outdoor dining areas on Town-owned land, shall make written application to the Selectboard and shall receive the approval of the Board or its authorized agent prior to using any outdoor space.
2. The applicant shall provide a neatly drawn schematic plan depicting the precise area of the proposed outdoor dining or retail area, the arrangement of outdoor furniture, perimeter fencing, café umbrellas, outdoor heaters, and any other equipment. Areas designated for picking up take-out food or retail products shall also be shown on the plan. Tables/chairs, clothing racks or shelves shall be separated by at least six feet to provide for social distancing. Take-out food pickup shall also be a minimum of six feet from patron seating areas.
3. The use of the Town's property shall be limited to the area designated in the plan and the Licensee shall not allow its operations to encroach upon any other portion of the Town's property, and such use shall not interfere with the use of other public sidewalks or parking areas by members of the public.
4. Approval to use an outdoor area shall not result in an increase in the total number of seats authorized for a food service establishment unless such increase is approved by the Board of Health for food and the Selectboard/ABCC for alcohol; such that the number of seats permitted inside the establishment shall be reduced by the number of seats allowed outside the establishment.
5. Outdoor food preparation shall not be allowed unless separately and formally authorized by the Board of Health.
6. The Licensee and property owner shall be current on all taxes and fees owed to the Town and shall not be subject to any outstanding suspensions or enforcement orders.
7. If the establishment intends to serve alcohol in the outdoor area, the permit holder shall apply for and receive approval of an alteration of premises from the Selectboard and the ABCC (unless a change in law provides an exemption from this requirement).
8. If the establishment intends to use the outdoor area for entertainment, the permit holder shall obtain a permit from the Selectboard.
9. The outdoor area shall physically abut the primary premises, such that staff and patrons shall not have to cross streets, private property or parking lots to access the outdoor area.



## RULES AND REGULATIONS

10. For Licensees that intend to sell alcohol, the outdoor area shall be physically designated with ropes, fencing or other barriers and no space outside the designated area shall be used for the service of alcohol.
11. The Licensee shall comply with and enforce all rules, orders and guidance of the Governor, the Department of Public Health and the Town of Montague Board of Health relative to COVID-19 safety measures, including but not limited to gathering size limits and face covering requirements.
12. The Licensee shall be solely responsible for cleaning the outdoor area and securing tables, chairs and equipment when the area is not in use.
13. The Business Owner shall carry Workers' Compensation Insurance as required by the Commonwealth of Massachusetts for all employees and those of its contractors and/or subcontractors, as well as **Commercial General Liability in the amount of \$1,000,000 individual and \$2,000,000 aggregate**. The Town shall be specifically named as an "additional insured" for General Liability coverage and for Liquor Liability coverage, where applicable. Business Owner shall furnish a certificate of insurance to the Town prior to commencing activities on the public space. Insurance shall be maintained for the full term of this license and where such insurance is renewed or replaced the Owner shall furnish the Town with a certificate of insurance evidencing the same.
14. Licensee acknowledges and agrees that certain discretionary permits, licenses and approvals will be required to serve alcohol and/or food in the outdoor area and that nothing herein shall be deemed to waive Licensee's obligations to apply for and comply with all such permits, approvals and conditions governing the use of the outdoor area and the Town does not hereby guarantee that any such permits, licenses or approvals will be granted. The Town will waive its own fees for permits deemed essential to establishing and maintaining the outdoor operation.
15. Licensee shall not make any major or permanent improvements or construction upon the Premises, and Licensee expressly agrees to restore the Premises as closely as practical to their condition prior to the exercise of Licensee's rights, immediately after they are disturbed by the Licensee.
16. Licensee shall ensure that all structures comprising the Premises, including but not limited to chairs, tables, fencing, bollards and planters will be easily removed during at the expiration of this License. All such items shall be removed no later than the last effective date of this License.
17. Licensor makes no representation as to the operation, presence, or adequacy of any utilities and Licensor has no obligation to supply any such utilities to the Premises.
18. Licensee shall at all times comply with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.



## **RULES AND REGULATIONS**

19. Licensee shall neither cause nor suffer any waste of the Premises, and shall maintain the Premises in good order at all times. The Licensee's responsibilities shall include the restoration or repair of any and all damage to the Premises or the Property resulting from any act, failure to act or negligence of the Licensee. This obligation shall survive the termination of the License.
20. Licensee shall maintain the Premises in a sanitary condition and shall follow all directions of Town with regard to the collection and disposal of refuse or debris.
21. The Town is not responsible for the security of the Premises, which shall be the sole responsibility of Licensee, during the times that Licensee is using or occupying the Premises under this License.
22. Licensee shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.
23. Licensee shall not conduct any operations upon the Premises except for those that are expressly authorized by the terms of the License.
24. Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to Licensee for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensor, or its employees, agents, contractors or invitees.
25. Licensee agrees to indemnify, defend and hold harmless the Licensor against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or the Property or relating in any way to Licensee's exercise of its rights under this license.
26. The Town reserves the right and the Licensee shall permit the Town and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licensor's sole discretion, provided that Licensor's use shall not interfere with Licensee's use.
27. This License is terminable at any time by the Town for any violation of these Rules and Regulations or any other applicable law or for convenience.
28. This License shall not be construed as creating or vesting in Licensee any estate in the Premises or Property or any interest in real property.
29. This License may not be modified except in writing, duly executed by both parties.
30. If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided,





## RULES AND REGULATIONS

however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

31. All other regulations and permit conditions, including hours of operation, for the indoor business premises shall remain in effect and shall apply to the outdoor premises.
32. The Selectboard reserves the right to impose additional requirements on a case-by-case basis as may be necessary to protect public health, safety and welfare.

I, WILLIAM MCKERCHIE, hereby acknowledge that I have received and that I have read the foregoing Rules and Regulations for Temporary Use of Property for Outdoor Retail and Dining, and that I will comply with all requirements thereof.

  
Name: WILLIAM (BILLY) MCKERCHIE

4/5/23  
  
Date:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/21

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

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

<b>PRODUCER</b>  Dale A Frank Insurance Agency, Inc. PO Box 455 Sunderland, MA 01375	<b>CONTACT NAME:</b> Cecilia Olsen	
	<b>PHONE (A/C, No. Ext):</b> 413-665-8324 <b>FAX (A/C, No):</b> 413-665-1280	
	<b>E-MAIL ADDRESS:</b> info@DaleFrankInsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> AmTrust	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**INSURED**  
  
Sow Loud LLC  
DBA The Upper Bend Cafe + Bruncheonette  
111 N Silver Lane  
Sunderland, MA 01375

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		WPP1884994 00	11/01/20	11/01/21	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
					GENERAL AGGREGATE \$ 2,000,000	
					PRODUCTS - COMP/OP AGG \$ 2,000,000	
						\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		TWC3915306	11/01/20	11/01/21	PER STATUTE OTH-ER
		E L EACH ACCIDENT \$ 500,000				
		E L DISEASE - EA EMPLOYEE \$ 500,000				
		E L DISEASE - POLICY LIMIT \$ 500,000				

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

**CERTIFICATE HOLDER****CANCELLATION**

Town Of Montague

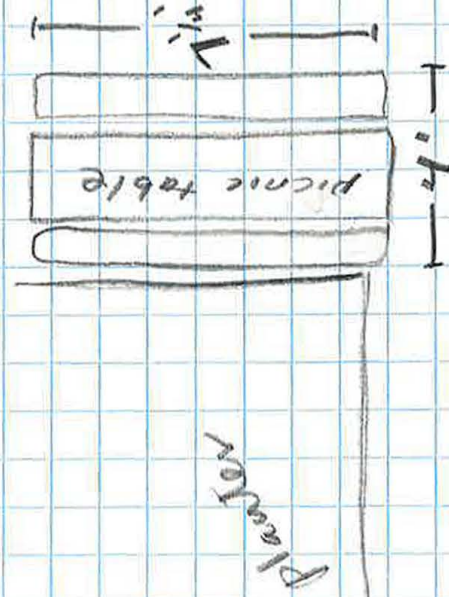
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cecilia Olsen



# OUTDOOR SEATING PLAN



planter

24"

24"

24"

9.5'

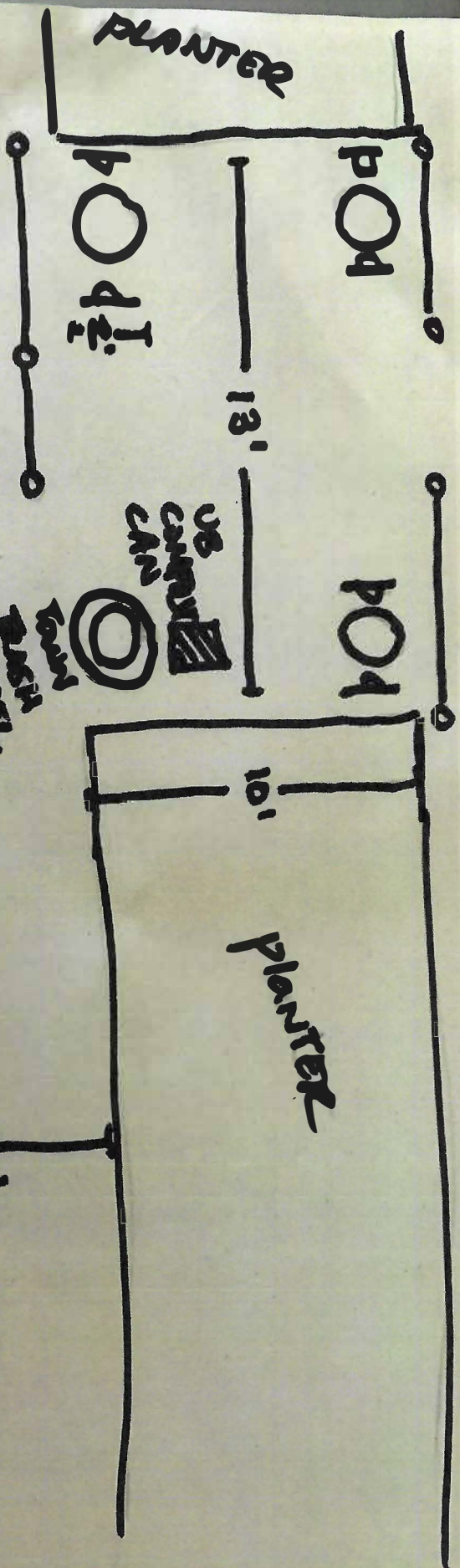
- 3 - 24" two seaters
- 1 - 87" picnic table

compost

110 AVE A

112 AVE A





KEY

○ — ○ STAKE NAILS

POD 2' TABLE

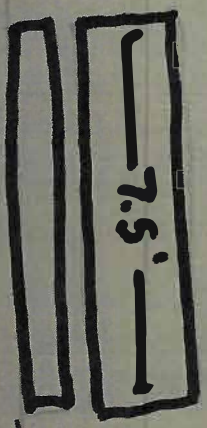


COMPOST CAN



PICNIC TABLE

110



112

USE COMPOST



**LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR  
OUTDOOR RETAIL AND DINING  
COVID-19 EMERGENCY MEASURES**

Name of Business:

Pioneer Valley Brewery

Address:

151 3rd St. Turners Falls MA 01376

Owner Name:

Stephen Valeski / Chris Fontaine

Owner Phone:

413-433-5301

Owner Email:

Steve@pioneervalleybrew.com

Manager Name:

Chris Fontaine

Manager Phone:

1-508-341-2394

Manager Email:

chris@pioneervalleybrew.com

**Intended Use**

- ☐ Dining: Outdoor food services without alcohol
- ☒ Dining: Outdoor food services with alcohol (Actual component must be approved by state ABCC)
- ☐ Retail: Sale of material goods or services

Is a temporary tent or similar structure proposed?

☒ Yes☐ NoPop up tent  
for Cartain even

Does the plan require the use of a public parking space(s)?

☐ Yes, plans require use of \_\_\_ spaces☒ No

Does the plan maintain a minimum of 3ft width ADA clearance on public sidewalks?

If No, please contact the Planning Department to develop a plan to ensure ADA compliance.

☒ Yes☐ No

Requested term of license period:

Start Date:

4/15/23

End Date:

11/30/23

Latest expected/available end date is April 1, 2024.

Expected days of week and hours of outdoor operation (no outdoor operations after 10pm):



**Daily maintenance and cleaning plan:**

Trash pickup, tables cleaned.

**Plan for securing fixtures during evening and closed hours:**

Chain expense Items.

**Required Attachments:**

- Area Plan: Provide a neatly drawn schematic depicting the precise area of the proposed outdoor dining or retail area, the arrangement of outdoor furniture, perimeter fencing, café umbrellas, outdoor heaters, and any other equipment. Areas designated for pick-up of takeout food or retail products shall also be shown. Table sets (tables including their chairs) shall be separated by at least six feet when patrons are seated. Take-out food pickup shall be a minimum of six feet from patron seating.
- Insurance: The Applicant shall provide a Certificate of Insurance meeting the requirements set forth in the Rules and Regulations for Outdoor Retail and Dining.
- Permits and Approvals: If the Applicant intends to erect any tents or structures, the applicant shall consult with the Building Department and comply with permit requirements, if any, before they are erected.
- Tax Certificate: The Applicant shall receive certification from the Tax Collector demonstrating that neither the Applicant nor the owner of the indoor premises (if different) has any past due taxes, fees, or assessments owed to the Town of Montague. No License shall be issued unless the applicant and property owner are current on all taxes, fees, and assessments.
- Acknowledgments of Rules and Regulations: The Applicant shall acknowledge receipt of the Rules and Regulations for Outdoor Retail and Dining and its intent to be bound by and comply with all such Rules and Regulations.



I HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE AND THAT I AM DULY AUTHORIZED TO ENTER INTO BINDING AGREEMENTS IN BEHALF OF THE APPLICANT.

(If different from Business owner)

Owner Signature: \_\_\_\_\_

Landlord signature: \_\_\_\_\_

Name (printed): Stephen Valesh

Name (printed): Jill Attachal

Date: 4/5/23

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

Email

**APPROVAL BY SELECTBOARD or Designee:**

\_\_\_\_\_  
Selectboard Chair or Designee

\_\_\_\_\_  
Date

**ADDITIONAL APPROVALS AS NECESSARY**

- ☐ Town Administrator/ ADA Officer
- ☐ Health Director
- ☐ Police Chief
- ☐ Fire Chief
- ☐ Building Inspector
- ☐ Town Planner

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

**Town Use Only**

*Town Internal Routing, with approval received as necessary:*

- ☐ *Selectboard's Office*
- ☐ *Town Administrator/ ADA Officer*
- ☐ *Health Director*
- ☐ *Police Chief*
- ☐ *Fire Chief*
- ☐ *Building Inspector*
- ☐ *Town Planner*



## WendyB-Montague Board of Selectmen

---

**From:** David LaRue <laruefilms@yahoo.com>  
**Sent:** Wednesday, July 21, 2021 5:42 PM  
**To:** Stephen Valeski  
**Cc:** WendyB-Montague Board of Selectmen; Chris Fontaine; Michael McManus - Powder Hollow Brewery  
**Subject:** Re: License to extend use of public property for outdoor retail and dining

Hey guys and whom it may concern, I David LaRue, owner of building located at 151 third steet, approve of PVB use of property for expansion of retail space. Let me know if you need any further documents.

David LaRue  
Key Grip/Owner  
Steel Raven Grip and Lighting  
917-880-8511

On Jul 20, 2021, at 5:43 PM, Stephen Valeski <steve@pioneervalleybrew.com> wrote:

Hi Dave:

We are working with the town to request to use public space for expansion of retail and dining. I have enclosed the application and email from Wendy at the town selectmen's office for your review. Can you please review for your approval, signature or email approval before the selectmen's meeting on Monday. Questions please reach out to me or Wendy at the town hall. Thank you for your time.  
Stephen

On Tue, Jul 20, 2021 at 5:21 PM WendyB-Montague Board of Selectmen <selectscty@montague-ma.gov> wrote:

Hi Steve:

Attached is the license application for extended use of public property for outdoor retail and dining that you filled out earlier today for discussion at the Selectboard meeting on Monday, 7/26/21. I did check on the landlord signature and it is required to approve your permit. If he cannot sign the document (scan copy is acceptable) can you have him send an email stating he approves of you applying for the license for extended use of public property for outdoor retail and dining.

I will post the Meeting agenda with the ZOOM link on the Towns website on Thursday, July 22 by 6:30 PM. See Link: <https://www.montague-ma.gov/d/5406/Selectboard-Meeting>





# Town of Montague, Massachusetts

## Web GIS Maps and Online Property Information

by MainStreetGIS, LLC [Town Website](#)[User Guide](#) [Feedback](#) [Disclaimer](#)Base Map: 

04

Address

Parcel ID

Owner

GIS Map

Street View

Tax Maps

Other Maps

GIS Links

Layers

Property

Selection

1: 

Clear

Save

Mail

Zoom

Selected: 0 (Use selection tool)





**From:** david detmold <[daviddetmold@gmail.com](mailto:daviddetmold@gmail.com)>  
**Sent:** Sunday, April 2, 2023 12:00 PM  
**To:** WendyB-Montague Selectboard <[WendyB@montague-ma.gov](mailto:WendyB@montague-ma.gov)>; Eli Smith <[elismith97310@gmail.com](mailto:elismith97310@gmail.com)>  
**Subject:** Re: appoint new member to tree committee

Wendy:

Here is a brief note endorsing Eli Smith to be appointed to the Montague Tree Advisory Committee. I looked over the agenda for tomorrow night's meeting, but could not find it mentioned. He and I are both available to be there, but did it not make it onto the agenda? Please let us know, and if so, what time we should Zoom in, or appear in person, for the appointment. Thanks so much!  
-David

To: The Montague Selectboard  
From: David Detmold, chair, Montague Tree Advisory Committee

Members of the Board;  
This is a brief note to advise you that the Montague Tree Advisory Committee, at their last regular meeting, on March 15, 2023, unanimously endorsed the nomination of Eli Smith, a resident of Montague, to be appointed to the Tree Advisory Committee. Eli has helped with activity at the wood bank, and has expressed an interest in filling one of the two open seats on the committee. Thank you,  
David Detmold, chair, Montague Tree Advisory Committee



Name: **Smith, Eli**

## **MONTAGUE APPOINTED OFFICIAL**

**NAME:** Eli Smith

**DATE:** 4/10/2023

**COMMITTEE:** Tree Advisory Committee

**TERM:** 1 Year, 2 months

**TERM EXPIRATION:** 6/30/2024

**SELECTMEN, TOWN OF MONTAGUE**

**TERM START**

**4/10/2023**

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

**Received** \_\_\_\_\_ **and entered in the records of the**  
**Town of Montague.**

\_\_\_\_\_  
**MONTAGUE TOWN CLERK**

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

\_\_\_\_\_  
**APPOINTED OFFICIAL**

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





## *Selectboard* Town of Montague

1 Avenue A  
Turners Falls, MA 01376

(413) 863-3200 xt. 108

FAX: (413) 863-3231

### **2023 Summer Meeting Schedule**

Monday, May 22 (Zoom)

Monday, June 5 (Hybrid)

Monday June 12 (Zoom)

Monday, June 26 (Zoom)

Monday, July 10 (Hybrid)

Monday, July 24 (Zoom)

Monday, August 7 (Hybrid)

Monday August 21 (Zoom)

Monday, August 28 (Zoom) (Date being held in case a meeting is needed)

Monday, September 11 (Hybrid) – Regular Weekly Meetings Resume

Hybrid: Meeting held in-person with remote attendance and/or participation being provided as a courtesy. A quorum of Selectboard members must be present for a meeting to be held.

Zoom: Meeting to be held remotely via Zoom. Link to log in is posted on website calendar: <https://www.montague-ma.gov/calendar>



**ANNUAL TOWN MEETING  
TOWN OF MONTAGUE  
COMMONWEALTH OF MASSACHUSETTS  
MAY 6, 2023**

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Turners Falls, Massachusetts, on Saturday, May 6, 2023, at 9:00 A.M. and to act on the following articles and any motions which may be presented.

**ARTICLE 1:** To see if the Town will vote to receive the reports of the Officers of the Town and f any committees.

(Selectboard Request)

**ARTICLE 2:** To see if the Town will vote to authorize the Selectboard, or other Town departments with the approval of the Selectboard, to apply for and accept grants from the Federal Government, Commonwealth of Massachusetts, or any other source, and to expend the same for purposes received without further appropriation, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 3:** To see if the Town will vote to amend the Classification Plan to add the position of Collection System Lead Operator at Grade E within the UE union, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 4:** To see if the Town will vote to amend the Classification Plan to add the position of Town Clerk Administrative Assistant at Grade B within the NAGE union, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 5:** To see if the Town will vote to fix the salaries of all elected officials as required by law for the fiscal year beginning July 1, 2023, as set forth in Schedule I, Elected Officials, or pass any vote or votes in relation thereto.



**SCHEDULE I  
Elected Officials**

<b><u>TITLE</u></b>	<b><u>FY23 BUDGET</u></b>	<b><u>FY24 REQUEST</u></b>	<b><u>FY24 RECOMMEND</u></b>
<b>MODERATOR</b>	370	500	500
<b>SELECTBOARD</b>			
Chairman	2,355	2,355	2,355
Second/Third Members	2,140	2,140	2,140
<b>BOARD OF ASSESSOR</b>			
Chairman	1,765	1,765	1,765
Second/Third Members	1,605	1,605	1,605
<b>TREASURER/COLLECTOR</b>	75,009*	78,423**	78,423
*G-8			
**G-9			
<b>TOWN CLERK</b>	78,423***	72,450****	72,450
***G-10			
**** G-5			
<b>BOARD OF REGISTRARS</b>			
Town Clerk	840	900	900
<b>TREE WARDEN</b>	1,575	1,575	1,575
<b>BOARD OF HEALTH</b>			
Chairman	1,765	1,765	1,765
Second/Third Members	1,605	1,605	1,605

(Selectboard Request)

**ARTICLE 6:** To see if the Town will vote to fix the salaries of all appointed officials as required by law for the fiscal year beginning July 1, 2023, as set forth in Schedule II, Appointed Officials, or pass any vote or votes in relation thereto.



**SCHEDULE II**  
**Appointed Officials**

<b><u>TITLE</u></b>	<b><u>FY23 BUDGET</u></b>	<b><u>FY24 REQUEST</u></b>	<b><u>FY24 RECOMMEND</u></b>
<b><u>ANNUAL STIPENDS</u></b>			
<b>BOARD OF REGISTRARS (3)</b>	525	625	625
<b>EMERGENCY MGMT DIRECTOR</b>	5,765	5,765	5,765
<b>ANIMAL INSPECTOR</b>	1,575	1,575	1,575
<b>BARN INSPECTOR</b>	1,050	1,050	1,050
<b>IT COORDINATOR</b>	2,100	2,100	2,100
<b>POLICE IT ADMINISTRATOR</b>	3,000	3,000	3,000
<b>FOREST WARDEN</b>	1,710	1,710	1,710
<b>HEARING OFFICER</b>		2,500	2,500
<b>FARMERS MARKET MANAGER</b>		4,000	4,000
<b><u>RATES PER INSPECTION</u></b>			
<b>ASST. BUILDING INSPECTOR</b>	35.00	35.00	35.00
<b>GAS INSPECTOR</b>	35.00	35.00	35.00
<b>PLUMBING INSPECTOR</b>	35.00	35.00	35.00
<b>ELECTRICAL INSPECTOR</b>	35.00	35.00	35.00
<b><u>HOURLY RATES</u></b>			
<b>EXTRA CLERICAL</b>	14.25-16.00	15.00-16.75	15.00-16.75
<b>ELECTION WORKERS</b>	14.25-17.00	15.00-17.75	15.00-17.75
<b>SUMMER HIGHWAY</b>	14.25-16.00	15.00-16.75	15.00-16.75
<b>SNOW PLOW DRIVERS</b>	15.00-25.00	15.00-25.00	15.00-25.00
<b>PART TIME POLICE OFFICERS</b>	25.00-28.00	25.00-28.00	25.00-28.00
<b>PART TIME DISPATCHERS</b>	22.00-25.00	22.00-25.00	22.00-25.00
<b>PARKS &amp; RECREATION</b>	14.25-21.50	15.00-22.25	15.00-22.25
<b>AIRPORT INTERN</b>	14.25-16.00	15.00-16.75	15.00-16.75



**SCHEDULE II**  
**Appointed Officials**

**NON-UNION EMPLOYEES NOT SHOWN ABOVE**

	<u>Grade</u>	<u>Range FY2023</u>		<u>Range FY2024</u>	
<u>SALARIED</u>		Start	End	Start	End
TOWN ADMINISTRATOR	J	98,484	121,203	100,946	124,233
ASSISTANT TOWN ADMIN	I	89,532	110,185	91,770	112,940
TOWN ACCOUNTANT	G	64,035	78,423	65,636	80,384
TOWN CLERK	G	64,035	78,423	65,636	80,384
CHIEF OF POLICE	I	89,532	110,185	91,770	112,940
DPW SUPERINTENDENT	H	81,393	100,168	83,428	102,672
DIRECTOR OF HEALTH	G	64,035	78,423	65,636	80,384
LIBRARY DIRECTOR	G	64,035	78,423	65,636	80,384
CWF SUPERINTENDENT	H	81,393	100,168	83,428	102,672
<u>HOURLY</u>					
EXECUTIVE ASSISTANT	E	23.80	29.29	24.40	30.02
POLICE LIEUTENANT	G+8.5%	38.98	43.25	40.00	44.50
POLICE CUSTODIAN	A	15.95	19.63	16.35	20.12

(Selectboard Request)

**ARTICLE 7:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$11,961,596, or any other amount, for the maintenance of the several departments of the Town, said sum to be allocated in accordance with Schedule III, Budget, and for any other necessary charges, or pass any vote or votes in relation thereto.

Schedule III  
Town Operating Budget

DEPT NO.	BUDGET FY23	REQUEST FY24	SELECTBOARD FIN COMM RECOMMEND FY24
GENERAL GOVERNMENT			
113 TOWN MEETING	2,390	2,980	2,980
122 SELECTBOARD	313,510	329,781	329,781
131 FINANCE COMMITTEE	2,000	2,000	2,000
132 RESERVE FUND	50,000	50,000	50,000
135 TOWN ACCOUNTANT	90,884	89,500	89,500
141 ASSESSORS	190,623	189,801	189,801
145 TREASURER/COLLECTOR	220,713	230,748	230,748



Schedule III  
Town Operating Budget

DEPT NO.		BUDGET FY23	REQUEST FY24	SELECTBOARD FIN COMM RECOMMEND FY24
	GENERAL GOVERNMENT			
151	TOWN COUNSEL	75,000	80,000	80,000
	INFORMATION			
155	TECHNOLOGY	79,000	80,500	80,500
159	SHARED COSTS	78,079	85,907	85,907
161	TOWN CLERK	195,844	243,041	243,041
175	PLANNING	129,007	134,429	134,429
176	ZONING BOARD OF APPEALS	700	700	700
190	PUBLIC BLDG UTILITIES	130,782	155,932	155,932
197	FARMERS MARKET	-	5,000	5,000
	TOTAL GENERAL GOVT	1,558,532	1,680,319	1,680,319
	PUBLIC SAFETY			
211	POLICE	1,878,434	1,970,054	1,970,054
211	POLICE CRUISER	54,000	68,100	68,100
212	DISPATCH	377,862	395,588	395,588
241	BUILDING INSPECTOR	140,666	148,621	148,621
244	SEALER OF WEIGHTS	7,182	7,182	7,182
291	EMERGENCY MANAGEMENT	6,265	6,265	6,265
292	ANIMAL CONTROL	21,765	23,112	23,112
294	FOREST WARDEN	1,710	1,710	1,710
299	TREE WARDEN	30,285	30,285	30,285
	TOTAL PUBLIC SAFETY	2,518,169	2,650,917	2,650,917
	PUBLIC WORKS			
420	DEPT OF PUBLIC WORKS	1,571,829	1,746,506	1,746,506
423	SNOW & ICE	281,050	311,250	311,250
433	SOLID WASTE	656,338	679,221	679,221
480	CHARGING STATIONS	6,000	7,380	7,380
491	CEMETERIES	13,440	30,150	30,150
	TOTAL PUBLIC WORKS	2,528,657	2,774,507	2,774,507
	HUMAN SERVICES			
511	BOARD OF HEALTH	165,193	175,444	175,444
541	COUNCIL ON AGING	56,594	58,593	58,593



Schedule III  
Town Operating Budget

DEPT NO.		BUDGET FY23	REQUEST FY24	SELECTBOARD FIN COMM RECOMMEND FY24
	HUMAN SERVICES			
543	VETERANS' SERVICES	76,500	76,500	76,500
	TOTAL HUMAN SERVICES	298,287	310,537	310,537
	CULTURE & RECREATION			
610	LIBRARIES	465,607	503,336	503,336
630	PARKS & RECREATION	153,157	160,703	160,703
691	HISTORICAL COMMISSION	500	500	500
693	WAR MEMORIALS	1,400	1,600	1,600
	TOTAL CULTURE/RECREATION	620,664	666,139	666,139
	DEBT SERVICE			
700	DEBT SERVICE	1,162,190	1,154,319	1,154,319
	INTERGOVERNMENTAL			
840	INTERGOVERNMENTAL	110,647	113,924	113,924
	MISCELLANEOUS			
910	EMPLOYEE BENEFITS	2,391,280	2,490,334	2,490,334
946	GENERAL INSURANCE	119,600	120,600	120,600
	TOTAL MISCELLANEOUS	2,510,880	2,610,934	2,610,934
	TOTAL TOWN BUDGET	11,308,026	11,961,596	11,961,596

(Selectboard Request)

**ARTICLE 8:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$3,006,124, or any other amount, for the purpose of operating the Clean Water Facility and associated pumping stations, said sum to be allocated in accordance with Schedule IV, CWF Budget, or pass any vote or votes in relation thereto.



Schedule IV  
CWF Budget

DEPT NO.		BUDGET FY23	REQUEST FY24	SELECTBOARD FIN COMM RECOMMEND FY24
	CLEAN WATER FACILITY			
440	Wages & Expenses	1,962,430	2,015,729	2,015,729
440	Capital Outlay		58,500	58,500
700	Debt Service	505,270	483,614	483,614
910	Employee Benefits	359,152	363,631	363,631
	SUBTOTAL CWF	2,826,852	2,921,474	2,921,474
449	DPW SUBSIDIARY			
	Wages & Expenses	42,800	84,650	84,650
	Capital Outlay	8,000	-	-
	SUBTOTAL DPW SUBSIDIARY	50,800	84,650	84,650
	TOTAL CWF	2,877,652	3,006,124	3,006,124

(Selectboard Request)

**ARTICLE 9:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$426,965, or any other amount, for the purpose of operating the Turners Falls Airport, said sum to be allocated in accordance with Schedule V, Airport Budget, or pass any vote or votes in relation thereto.

Schedule V  
Airport Budget

DEPT NO.		BUDGET FY23	REQUEST FY24	SELECTBOARD FIN COMM RECOMMEND FY24
	AIRPORT			
482	Wages & Expenses	181,794	284,915	274,915
482	Capital Outlay/Local Share			10,000
700	Debt Service	101,120	101,535	101,535
910	Employee Benefits	33,101	40,515	40,515
	TOTAL AIRPORT	316,015	426,965	426,965

(Airport Commission Request)



**ARTICLE 10:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$53,250, or any other amount, for the purpose of funding the operations and maintenance of the Colle Building, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 11:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$1,053,018, or any other amount, for the purpose of paying the Franklin County Technical School District for Montague's share of the assessment for the yearly operation of the Franklin County Technical School, or pass any vote or votes in relation thereto.

(Franklin County Technical School Request)

**ARTICLE 12:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$11,809,191, or any other amount, for the purpose of paying the Gill-Montague Regional School District for Montague's share of the assessment for the yearly operation of the Gill-Montague Regional Schools, or pass any vote or votes in relation thereto.

(Gill-Montague Regional School District Request)

**ARTICLE 13:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$20,000, or any other amount, for the purpose of repairing the roof of the Sheffield gym/auditorium complex, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Gill-Montague Regional School District Request)

**ARTICLE 14:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$20,000, or any other amount, for the purpose of purchasing and installing a security door between the Sheffield Elementary School and the Administration Building, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Gill-Montague Regional School District Request)

**ARTICLE 15:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$23,000, or any other amount, for the purpose of providing tuition and transportation for a Montague resident attending Smith Vocational School, or pass any vote or votes in relation thereto.

(Town Accountant Request)



**ARTICLE 16:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$25,000, or any other amount, for the purpose of purchasing and equipping a rough terrain vehicle with plow and sander for the Clean Water Facility, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Clean Water Facility Request)

**ARTICLE 17:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$113,500, or any other amount, for the purpose of purchasing and installing a new boiler at the Clean Water Facility's Operations Building, including the removal and disposal of the existing boiler and all incidental and related costs, or pass any vote or votes in relation thereto.

(Clean Water Facility Request)

**ARTICLE 18:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$264,000, or any other amount, for the purpose of upgrading the Clean Water Facility's Septage Receiving Station, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Clean Water Facility Request)

**ARTICLE 19:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$70,592, or any other amount, for the purpose of purchasing, equipping, and making major repairs to DPW vehicles and equipment, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

**ARTICLE 20:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$100,000, or any other amount for the purpose of repairing the 11<sup>th</sup> Street Bridge, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 21:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$50,000, or any other amount, for the purpose of demolishing the 2,200 square foot cinder block building located at 38 Avenue A, including the disposal of debris and all incidental and related costs, or pass any vote or votes in relation thereto.

(Economic Development & Industrial Corporation Request)



**ARTICLE 22:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$14,000, or any other amount, for the purpose of replacing windows and the back door at the Millers Falls Branch Library, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Libraries Request)

**ARTICLE 23:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$12,000, or any other amount, for the purpose of purchasing and installing a well and water pump for the Unity Park Community Garden, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Parks and Recreation Request)

**ARTICLE 24:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$12,500, or any other amount, for the purpose of crack sealing, line painting, and purchasing and installing concrete parking stops/blocks at the Unity Park Parking Lots, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Parks and Recreation Request)

**ARTICLE 25:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$25,000, or any other amount, for the purpose of purchasing and installing fireproof, locking cabinets for the Town Clerk, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Town Clerk Request)

**ARTICLE 26:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$25,000, or any other amount, for the purpose of removing, replacing and/or repairing carpet and other flooring in Montague Town Hall, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 27:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$11,585, or any other amount, for the purpose of supplementing the amounts appropriated pursuant to Article #18B of the May 22, 2021, Annual Town Meeting, which funds Unexpected Engineering Expenses, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 28:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$13,100, or any other amount, for the purpose



of providing the town match for an \$80,000 Action Grant from the Municipal Vulnerability Preparedness program to be used to update the Town's Comprehensive Plan, or pass any vote or votes in relation thereto.

(Town Planner Request)

**ARTICLE 29:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$10,000, or any other amount, for the purpose of supplementing the Henry Waidlich Conservation Trust Fund, or pass any vote or votes in relation thereto.

(Conservation Commission Request)

**ARTICLE 30:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto.

<b>Fund</b>	<b>Amount (\$)</b>
Town General Stabilization Fund	37,388
Town Capital Stabilization Fund	134,891
GMRSD Stabilization Fund	41,339
FCTS Stabilization Fund	21,940
OPEB Trust Fund	50,000
<b>Total:</b>	<b>285,558</b>

(Finance Committee Request)

**ARTICLE 31:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$250,000, or any other amount, for the purpose of supplementing the OPEB Trust Fund, or pass any vote or votes in relating thereto.

(Finance Committee Request)

**ARTICLE 32:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$500,000, or any other amount, for the purpose of supplementing the OPEB Trust Fund, and the sum of \$1,500,000, or any other amount, for the purpose of supplementing the Town Capital Stabilization Fund, or pass any vote or votes in relating thereto.

(Finance Committee Request)



And you are directed to serve this warrant by posting attested copies thereof in some conspicuous place in each of the Post Offices, Libraries, Website, and Town Hall of the Town, at least fourteen days before said meeting.

Hereof fail not and make due return of this document with your doings thereon to the Town Clerk fourteen days before said meeting.

Given under our hands this 11th day of April in the Year of Our Lord Two Thousand and Twenty-Three.

---

Matthew Lord

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Christopher M. Boutwell, Sr.

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Richard Kuklewicz, Chairman  
Selectboard, Town of Montague

Franklin, ss    Montague, MA    April \_\_\_\_, 2023

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

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Constable of Montague



**ANNUAL TOWN MEETING  
TOWN OF MONTAGUE  
COMMONWEALTH OF MASSACHUSETTS  
MAY 6, 2023**

## **MOTIONS**

**ARTICLE 1: MOVED:** That the Town vote to receive the reports of the Officers of the Town and any committees.

**ARTICLE 2: MOVED:** That the Town vote to authorize the Selectboard, or other Town departments with the approval of the Selectboard, to apply for and accept grants from the Federal Government, Commonwealth of Massachusetts, or any other source, and to expend the same for purposes received without further appropriation.

**ARTICLE 3: MOVED:** That the Town vote to amend the Classification Plan to add the position of Collection System Lead Operator at Grade E within the UE union.

**ARTICLE 4: MOVED:** That the Town vote to amend the Classification Plan to add the position of Town Clerk Administrative Assistant at Grade B within the NAGE union.

**ARTICLE 5: MOVED:** That the Town vote to fix the salaries of all elected officials as required by law for the fiscal year beginning July 1, 2023, as set forth in Schedule I, Elected Officials.

### **SCHEDULE I Elected Officials**

<b><u>TITLE</u></b>	<b><u>FY23 BUDGET</u></b>	<b><u>FY24 REQUEST</u></b>	<b><u>FY24 RECOMMEND</u></b>
<b>MODERATOR</b>	370	500	500
<b>SELECTBOARD</b>			
Chairman	2,355	2,355	2,355
Second/Third Members	2,140	2,140	2,140
<b>BOARD OF ASSESSOR</b>			
Chairman	1,765	1,765	1,765
Second/Third Members	1,605	1,605	1,605



**SCHEDULE I  
Elected Officials**

<b><u>TITLE</u></b>	<b><u>FY23 BUDGET</u></b>	<b><u>FY24 REQUEST</u></b>	<b><u>FY24 RECOMMEND</u></b>
<b>TREASURER/COLLECTOR</b>	75,009	78,423	78,423
<b>TOWN CLERK</b>	78,423	72,450	72,450
<b>BOARD OF REGISTRARS</b>			
Town Clerk	840	900	900
<b>TREE WARDEN</b>	1,575	1,575	1,575
<b>BOARD OF HEALTH</b>			
Chairman	1,765	1,765	1,765
Second/Third Members	1,605	1,605	1,605

**ARTICLE 6: MOVED:** That the Town vote to fix the salaries of all appointed officials as required by law for the fiscal year beginning July 1, 2023, as set forth in Schedule II, Appointed Officials.

**SCHEDULE II  
Appointed Officials**

<b><u>TITLE</u></b>	<b><u>FY23 BUDGET</u></b>	<b><u>FY24 REQUEST</u></b>	<b><u>FY24 RECOMMEND</u></b>
<b><u>ANNUAL STIPENDS</u></b>			
<b>BOARD OF REGISTRARS (3)</b>	525	625	625
<b>EMERGENCY MGMT DIRECTOR</b>	5,765	5,765	5,765
<b>ANIMAL INSPECTOR</b>	1,575	1,575	1,575
<b>BARN INSPECTOR</b>	1,050	1,050	1,050
<b>IT COORDINATOR</b>	2,100	2,100	2,100
<b>POLICE IT ADMINISTRATOR</b>	3,000	3,000	3,000
<b>FOREST WARDEN</b>	1,710	1,710	1,710



**SCHEDULE II**  
**Appointed Officials**

<u>TITLE</u>	<u>FY23 BUDGET</u>	<u>FY24 REQUEST</u>	<u>FY24 RECOMMEND</u>
<b><u>ANNUAL STIPENDS</u></b>			
HEARING OFFICER		2,500	2,500
FARMERS MARKET MANAGER		4,000	4,000
<b><u>RATES PER INSPECTION</u></b>			
ASST. BUILDING INSPECTOR	35.00	35.00	35.00
GAS INSPECTOR	35.00	35.00	35.00
PLUMBING INSPECTOR	35.00	35.00	35.00
ELECTRICAL INSPECTOR	35.00	35.00	35.00
<b><u>HOURLY RATES</u></b>	<b><u>Ranges/hr.</u></b>	<b><u>Ranges/hr.</u></b>	<b><u>Ranges/hr.</u></b>
EXTRA CLERICAL	14.25-16.00	15.00-16.75	15.00-16.75
ELECTION WORKERS	14.25-17.00	15.00-17.75	15.00-17.75
SUMMER HIGHWAY	14.25-16.00	15.00-16.75	15.00-16.75
SNOW PLOW DRIVERS	15.00-25.00	15.00-25.00	15.00-25.00
PART TIME POLICE OFFICERS	25.00-28.00	25.00-28.00	25.00-28.00
PART TIME DISPATCHERS	22.00-25.00	22.00-25.00	22.00-25.00
PARKS & RECREATION	14.25-21.50	15.00-22.25	15.00-22.25
AIRPORT INTERN	14.25-16.00	15.00-16.75	15.00-16.75

**NON-UNION EMPLOYEES NOT SHOWN ABOVE**

	<u>Grade</u>	<u>Range FY2023</u>		<u>Range FY2024</u>	
<b><u>SALARIED</u></b>		Start	End	Start	End
TOWN ADMINISTRATOR	J	98,484	121,203	100,946	124,233
ASSISTANT TOWN ADMIN	I	89,532	110,185	91,770	112,940
TOWN ACCOUNTANT	G	64,035	78,423	65,636	80,384
TOWN CLERK	G	64,035	78,423	65,636	80,384
CHIEF OF POLICE	I	89,532	110,185	91,770	112,940
DPW SUPERINTENDENT	H	81,393	100,168	83,428	102,672
DIRECTOR OF HEALTH	G	64,035	78,423	65,636	80,384
LIBRARY DIRECTOR	G	64,035	78,423	65,636	80,384
CWF SUPERINTENDENT	H	81,393	100,168	83,428	102,672



**NON-UNION EMPLOYEES NOT SHOWN ABOVE**

	<u>Grade</u>	<u>Range FY2023</u>		<u>Range FY2024</u>	
<u>HOURLY</u>					
EXECUTIVE ASSISTANT	E	23.80	29.29	24.40	30.02
POLICE LIEUTENANT	G+8.5%	38.98	43.25	40.00	44.50
POLICE CUSTODIAN	A	15.95	19.63	16.35	20.12

**ARTICLE 7: MOVED:** That the Town vote to appropriate the sum of \$11,961,596 for the maintenance of the several departments of the Town, said sum to be allocated in accordance with Schedule III, Budget, with \$6.80 to be raised from the Transportation Infrastructure Fund and \$11,961,589.20 to be raised from Taxation.

Schedule III  
Town Operating Budget

DEPT NO.		BUDGET FY23	REQUEST FY24	SELECTBOARD FIN COMM RECOMMEND FY24
	GENERAL GOVERNMENT			
113	TOWN MEETING	2,390	2,980	2,980
122	SELECTBOARD	313,510	329,781	329,781
131	FINANCE COMMITTEE	2,000	2,000	2,000
132	RESERVE FUND	50,000	50,000	50,000
135	TOWN ACCOUNTANT	90,884	89,500	89,500
141	ASSESSORS	190,623	189,801	189,801
145	TREASURER/COLLECTOR	220,713	230,748	230,748
151	TOWN COUNSEL	75,000	80,000	80,000
	INFORMATION			
155	TECHNOLOGY	79,000	80,500	80,500
159	SHARED COSTS	78,079	85,907	85,907
161	TOWN CLERK	195,844	243,041	243,041
175	PLANNING	129,007	134,429	134,429
176	ZONING BOARD OF APPEALS	700	700	700
190	PUBLIC BLDG UTILITIES	130,782	155,932	155,932
197	FARMERS MARKET	-	5,000	5,000
	TOTAL GENERAL GOVT	1,558,532	1,680,319	1,680,319
	PUBLIC SAFETY			
211	POLICE	1,878,434	1,970,054	1,970,054
211	POLICE CRUISER	54,000	68,100	68,100
212	DISPATCH	377,862	395,588	395,588

Annual Town Meeting Motions

May 6, 2023

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Schedule III  
Town Operating Budget

DEPT NO.		BUDGET FY23	REQUEST FY24	SELECTBOARD FIN COMM RECOMMEND FY24
	PUBLIC SAFETY			
241	BUILDING INSPECTOR	140,666	148,621	148,621
244	SEALER OF WEIGHTS	7,182	7,182	7,182
291	EMERGENCY MANAGEMENT	6,265	6,265	6,265
292	ANIMAL CONTROL	21,765	23,112	23,112
294	FOREST WARDEN	1,710	1,710	1,710
299	TREE WARDEN	30,285	30,285	30,285
	TOTAL PUBLIC SAFETY	2,518,169	2,650,917	2,650,917
	PUBLIC WORKS			
420	DEPT OF PUBLIC WORKS	1,571,829	1,746,506	1,746,506
423	SNOW & ICE	281,050	311,250	311,250
433	SOLID WASTE	656,338	679,221	679,221
480	CHARGING STATIONS	6,000	7,380	7,380
491	CEMETERIES	13,440	30,150	30,150
	TOTAL PUBLIC WORKS	2,528,657	2,774,507	2,774,507
	HUMAN SERVICES			
511	BOARD OF HEALTH	165,193	175,444	175,444
541	COUNCIL ON AGING	56,594	58,593	58,593
543	VETERANS' SERVICES	76,500	76,500	76,500
	TOTAL HUMAN SERVICES	298,287	310,537	310,537
	CULTURE & RECREATION			
610	LIBRARIES	465,607	503,336	503,336
630	PARKS & RECREATION	153,157	160,703	160,703
691	HISTORICAL COMMISSION	500	500	500
693	WAR MEMORIALS	1,400	1,600	1,600
	TOTAL CULTURE/RECREATION	620,664	666,139	666,139
	DEBT SERVICE			
700	DEBT SERVICE	1,162,190	1,154,319	1,154,319



Schedule III  
Town Operating Budget

DEPT NO.		BUDGET FY23	REQUEST FY24	SELECTBOARD FIN COMM RECOMMEND FY24
	INTERGOVERNMENTAL			
840	INTERGOVERNMENTAL	110,647	113,924	113,924
	MISCELLANEOUS			
910	EMPLOYEE BENEFITS	2,391,280	2,490,334	2,490,334
946	GENERAL INSURANCE	119,600	120,600	120,600
	TOTAL MISCELLANEOUS	2,510,880	2,610,934	2,610,934
	TOTAL TOWN BUDGET	11,308,026	11,961,596	11,961,596

**ARTICLE 8: MOVED:** That the Town vote to appropriate the sum of \$3,006,124 for the purpose of operating the Clean Water Facility and associated pumping stations, said sum to be allocated in accordance with Schedule IV, CWF Budget, with \$286,900 to be raised from Taxation and \$2,719,224 to be raised from Sewer Revenue.

Schedule IV  
CWF Budget

DEPT NO.		BUDGET FY23	REQUEST FY24	SELECTBOARD FIN COMM RECOMMEND FY24
	CLEAN WATER FACILITY			
440	Wages & Expenses	1,962,430	2,015,729	2,015,729
440	Capital Outlay	58,500	58,500	58,500
700	Debt Service	505,270	483,614	483,614
910	Employee Benefits	359,152	363,631	363,631
	SUBTOTAL CWF	2,885,352	2,921,474	2,921,474
449	DPW SUBSIDIARY			
	Wages & Expenses	42,800	84,650	84,650
	Capital Outlay	8,000	-	-
	SUBTOTAL DPW SUBSIDIARY	50,800	84,650	84,650
	TOTAL CWF	2,936,152	3,006,124	3,006,124

Annual Town Meeting Motions

May 6, 2023

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**ARTICLE 9: MOVED:** That the Town vote to appropriate the sum of \$426,965 for the purpose of operating the Turners Falls Airport, said sum to be allocated in accordance with Schedule V, Airport Budget, to be raised from Airport Revenue.

Schedule V Airport Budget			
DEPT NO.	BUDGET FY23	REQUEST FY24	SELECTBOARD FIN COMM RECOMMEND FY24
AIRPORT			
482 Wages & Expenses	181,794	284,915	274,915
482 Capital Outlay/Local Share			10,000
700 Debt Service	101,120	101,535	101,535
910 Employee Benefits	33,101	40,515	40,515
TOTAL AIRPORT	316,015	426,965	426,965

**ARTICLE 10: MOVED:** That the Town vote to appropriate the sum of \$53,250 for the purpose of funding the operations and maintenance of the Colle Building, said sum to be raised from Colle Receipts Reserved for Appropriation.

**ARTICLE 11: MOVED:** That the Town vote to appropriate the sum of \$1,053,018 for the purpose of paying the Franklin County Technical School District for Montague's share of the assessment for the yearly operation of the Franklin County Technical School, said sum to be raised from Taxation.

**ARTICLE 12: MOVED:** That the Town vote to appropriate the sum of \$11,809,191 for the purpose of paying the Gill-Montague Regional School District for Montague's share of the assessment for the yearly operation of the Gill-Montague Regional Schools, said sum to be raised from Taxation.

**ARTICLE 13: MOVED:** That the Town vote to appropriate the sum of \$20,000 for the purpose of repairing the roof of the Sheffield gym/auditorium complex, including all incidental and related costs, said sum to be raised from Free Cash.

**ARTICLE 14: MOVED:** That the Town vote to appropriate the sum of \$20,000 for the purpose of purchasing and installing a security door between the Sheffield Elementary School and the Administration Building, including all incidental and related costs, said sum to be raised from Free Cash.

**ARTICLE 15: MOVED:** That the Town vote to appropriate the sum of \$23,000 for the purpose of providing tuition and transportation for a Montague resident attending Smith Vocational School, said sum to be raised from Taxation.



**ARTICLE 16: MOVED:** That the Town vote to appropriate the sum of \$25,000 for the purpose of purchasing and equipping a rough terrain vehicle with plow and sander for the Clean Water Facility, including all incidental and related costs, said sum to be raised from CWF Retained Earnings.

**ARTICLE 17: MOVED:** That the Town vote to appropriate the sum of \$113,500 for the purpose of purchasing and installing a new boiler at the Clean Water Facility's Operations Building, including the removal and disposal of the existing boiler and all incidental and related costs, with \$63,364 to be raised from CWF Retained Earnings and \$50,136 to be raised from the CWF Capital Stabilization Fund.

**ARTICLE 18: MOVED:** That the Town vote to appropriate the sum of \$264,000 for the purpose of upgrading the Clean Water Facility's Septage Receiving Station, including all incidental and related costs, said sum to be raised from CWF Retained Earnings.

**ARTICLE 19: MOVED:** That the Town vote to appropriate the sum of \$70,592 for the purpose of purchasing, equipping, and making major repairs to DPW vehicles and equipment, including all incidental and related costs, said sum to be raised from Taxation.

**ARTICLE 20: MOVED:** That the Town vote to appropriate the sum of \$100,000 for the purpose of repairing the 11<sup>th</sup> Street Bridge, including all incidental and related costs, said sum to be raised from the Town Capital Stabilization Fund.

**ARTICLE 21: MOVED:** That the Town vote to appropriate the sum of \$50,000 for the purpose of demolishing the 2,200 square foot cinder block building located at 38 Avenue A, including the disposal of debris and all incidental and related costs, with \$12,099 to be raised from the unexpended balance of Article 1 of the May 5, 2012 Special Town Meeting—which appropriated \$30,000 for the restoration of 38 Avenue A— and \$37,901 to be raised from Free Cash.

**ARTICLE 22: MOVED:** That the Town vote to appropriate the sum of \$14,000 for the purpose of replacing windows and the back door at the Millers Falls Branch Library, including all incidental and related costs, said sum to be raised from Free Cash.

**ARTICLE 23: MOVED:** That the Town vote to appropriate the sum of \$12,000 for the purpose of purchasing and installing a well and water pump for the Unity Park Community Garden, including all incidental and related costs, said sum to be raised from Free Cash.

**ARTICLE 24: MOVED:** That the Town vote to appropriate the sum of \$12,500 for the purpose of crack sealing, line painting, and purchasing and installing concrete parking stops/blocks at the Unity Park Parking Lots, including all incidental and related costs, said sum to be raised from Free Cash.



**ARTICLE 25: MOVED:** That the Town vote to appropriate the sum of \$25,000 for the purpose of purchasing and installing fireproof, locking cabinets for the Town Clerk, including all incidental and related costs, said sum to be raised from Free Cash.

**ARTICLE 26: MOVED:** That the Town vote to appropriate the sum of \$25,000 for the purpose of removing, replacing and/or repairing carpet and other flooring in Montague Town Hall, including all incidental and related costs, said sum to be raised from Free Cash.

**ARTICLE 27: MOVED:** That the Town vote to appropriate the sum of \$11,585 for the purpose of supplementing the amounts appropriated pursuant to Article #18B of the May 22, 2021, Annual Town Meeting, which funds Unexpected Engineering Expenses, said sum to be raised from Taxation.

**ARTICLE 28: MOVED:** That the Town vote to appropriate the sum of \$13,100 for the for the purpose of providing the town match for an \$80,000 Action Grant from the Municipal Vulnerability Preparedness program to be used to update the Town's Comprehensive Plan, said sum to be raised from Free Cash.

**ARTICLE 29: MOVED:** That the Town vote to appropriate the sum of \$10,000 for the purpose of supplementing the Henry Waidlich Conservation Trust Fund, said sum to be raised from Taxation.

**ARTICLE 30: MOVED:** That the Town vote to appropriate the following sums for the purpose of increasing the special purpose funds set forth below, said sums to be raised from Taxation.

<b>Fund</b>	<b>Amount (\$)</b>
Town General Stabilization Fund	37,388
Town Capital Stabilization Fund	134,891
GMRSD Stabilization Fund	41,339
FCTS Stabilization Fund	21,940
OPEB Trust Fund	50,000
<b>Total:</b>	<b>285,558</b>

**ARTICLE 31: MOVED:** That the Town vote to appropriate the sum of \$250,000 for the purpose of supplementing the OPEB Trust Fund, said sum to be raised from Overlay Surplus.

**ARTICLE 32: MOVED:** That the Town vote to appropriate the sum of \$500,000 for the purpose of supplementing the OPEB Trust Fund, and the sum of \$1,500,000 for the purpose of supplementing the Town Capital Stabilization Fund, said sums to be raised from Free Cash.



**FY 2023 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-23-CP-MA-0656**

**Grantee Name:** Town of Montague, Massachusetts

**Grantee Address:** One Ave. A Turners Falls, MA 01376

**Grantee's Unique Entity Identifier (UEI):**

**Grantee's Employer Identification Number (EIN)**

**Federal Award Identification Number (FAIN)** B-23-CP-MA-0656

**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants

**Period of Performance/Budget Period Start Date** Date of grant obligation

**Period of Performance/Budget Period End Date** August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Town of Montague, Massachusetts (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

#### **ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

#### **ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$975,000 available to the Grantee.

#### **ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.



B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.



F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.



C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.



I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3



accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

## **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.



D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

## **ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).



D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

## **ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability



requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

#### **ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.



## ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

### GRANTEE

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(Name of Organization)

BY: 

---

 (Signature of Authorized Official)

---

 (Typed Name and Title of Authorized Official)

---

 (Date)

### HUD

BY: 

---

 Robin J. Keegan,  
Deputy Assistant Secretary for Economic Development

---

 (Date)



## **APPENDIX 1 – Project Narrative**



**APPENDIX 2 – Approved Budget**



### APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☐ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]



## **APPENDIX 4 –**

### **Award Term and Condition for Grantee Integrity and Performance Matters**

#### Reporting of Matters Related to Grantee Integrity and Performance

##### *1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

##### *2. Proceedings About Which Grantee Must Report*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;



- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

### *4. Reporting Frequency*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.



**APPENDIX 5 – Specific Award Conditions**  
NONE.



## APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception



will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.



## APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:



- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

- 1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.



3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



**Montague Discharge Permit Results March 2023**

<b>Parameter</b>	<b>Permit Required Limitation</b>	<b>Result</b>
Flow	1.83 MGD (Average Monthly)	1.00
BOD mg/L	30 mg/L (Average Monthly)	27.3
BOD % Removal	>/= 85.0% (Average Monthly)	93.7%
TSS mg/L	30 mg/L (Average Monthly)	21
TSS % Removal	>/= 85.0% (Average Monthly)	95.9%
pH Low	6.0 SU (Daily)	6.92
pH High	8.3 SU (Daily)	7.72

MGD=Millions of Gallons per Day (standard water/wastewater flow measurement)

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter



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

This LICENSE AGREEMENT (the "License Agreement" or "License") is made as of this 1<sup>st</sup> day of April, 2023 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 the **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 on 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 thirty (30) 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 which 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 (ii) personal injury, sickness or death of any person acting on behalf of, 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 directly from the exercise of 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: Board of Health  
Town of Montague  
Town Hall  
One Avenue A  
Turners Falls, MA 01376

Email Address: [healthdir@montague-ma.gov](mailto:healthdir@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.** Licensors and Licensee agree that the terms of this License Agreement are considered confidential and proprietary, and may not be disclosed by either Licensors 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 Licensors 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 Licensors's sole and absolute discretion. Any breach of the terms of this paragraph shall render this License immediately terminable at the option of Licensors. Licensors'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 Licensors 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 Licensors 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: Yves M. Georges  
Title: Senior Operations Manager, North

**LICENSEE:**

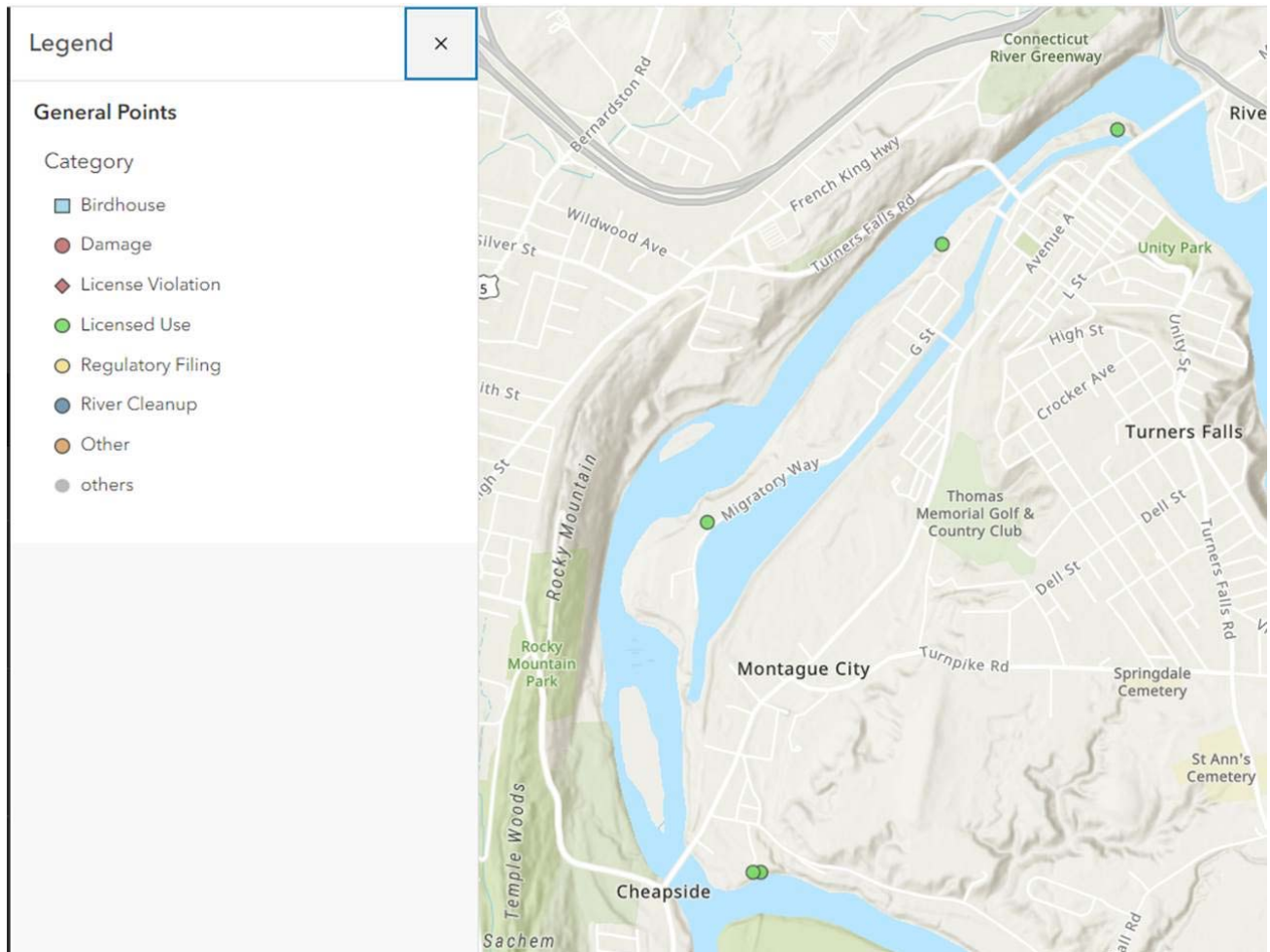
**TOWN OF MONTAGUE**

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



**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.





**EXHIBIT B**  
(Short Term Use)

1. USE.

This License is granted to Licensee to erect 18" X 24" signs on the Property, to be accompanied on the same post by a subordinate notice of 10" x 18" or less, of Town of Montague Combined Sewer Overflow incidents.

2. FACILITY.

The town will erect one sign at each at the following locations, across the IP Bridge on the north side of the Turners Falls Power Canal, at the Turners Falls #1 Hydroelectric Station fishing trail access point, and at the trail access to the Rock Dam from the lower Migratory Way parking area. Two signs will be erected at Poplar Street boat access area. The signs and any notices posted thereon will be clearly identified as the property of the Town of Montague.

3. CONDITIONS AND RESTRICTIONS.

A. Licensee shall:

- i. Post notices on the signs when overflow conditions occur (after heavy rains) in accordance with MA DEP CMR 314 16:00 Notification Requirements to Promote Public Awareness of Sewage Pollution. The postings will remain for 48 hours, after which a Town employee will remove the postings. As such, the Town will never state that the area is acceptable for swimming/boating etc., only that it is unacceptable.
- ii. Post signs to the left of existing "Danger Water Rises Rapidly" FirstLight signs on locations that are currently marked by a pink spray-painted X.
- iii. 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 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.
- iv. Immediately cease all work on and Use of Licensor's property upon notification from Licensor of a license violation.



- v. 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 April 15, 2023, at 7:00 a.m., Eastern Time (ET) and will expire on March 31, 2026, at 5:00 p.m., ET, unless sooner terminated as provided in the License Agreement.

The Term hereof may be terminated by either party upon providing thirty (30) 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.