

MONTAGUE SELECTBOARD MEETING

Remote Meeting via ZOOM

Monday, March 21, 2022

Zoom Meeting Link: <https://us02web.zoom.us/j/89982877840>

Meeting ID: 899 8287 7840 Password: 784256 Dial in Option: (646) 558-8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:31 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
3. 6:33 Review Meeting Minutes
4. 6:35 COVID-19 Updates
 - Review of COVID case counts and trends
 - Discuss any related updates or priorities
5. 6:40 Personnel Board
 - Appoint Kimberley Williams to the Montague Economic Development Industrial Corporation for a vacant at-large seat. Term through June 30, 2022
6. 6:45 Demolition Delay Bylaw proposed for ATM Warrant (Chris Sawyer-Laucanno)
7. 6:55 Community Development Block Grant (Brian McHugh)
 - Execute contract for Montague Avenue A Streetscape Phase III construction to H. M. Nunes & Sons Construction, base bid of \$172,800
 - Execute FY21 CDBG Grant Contract with MA DHCD in the amount of \$788,174
 - Consider prepared response to “Additional Special Conditions” associated with FY21 CDBG grant award
8. 7:05 Economic Development Council of Western Mass Grant Awards (Walter Ramsey)
 - Execute MOU with Western MA Economic Development Corporation to authorize the use of \$80,750 for two Rapid Recovery projects: Peskeompskut Park bandshell upgrades, and Town Hall Annex Re-use Study
9. 7:10 Planning Board petition to amend the Montague Zoning Bylaws for the purpose of adopting a Smart Growth Overlay District in Turners Falls (Walter Ramsey)

10. 7:15 Consider Request for Selectboard Support of the Green Futures Act (Sally Peck)
11. 7:30 Montague Sewer Collection System I&I/CSO Study (Steve Ellis)
- Update on DEP Asset Management Grant Program award
 - Contract with Wright-Pierce for engineering services associated with the Montague Sewer Collection System I&I/CSO Study, \$226,000
12. 7:45 Town Administrator's Business
- Initial discussion of Annual Town Meeting logistics
 - April forum regarding FY23 Selectboard Office personnel requests
 - Execute agreement with MA Executive Office for Elder Affairs for continued formula-based grant funding to the Montague-Gill Council on Aging
 - Update on EverSource double pole removal plan/process
 - Designation of signatory authority for Memorandum of Sale associated with April 21, 2022 auction of 2.91+/- acres of land referenced as Map 48, Lot 0148.

Joint Meeting with Finance Committee: Wednesday, March 23, 2022 at 6:00pm

Next Regular Meeting Date: Monday, March 28, 2022 at 6:30pm

Name: Kimberley Williams

MONTAGUE APPOINTED OFFICIAL

NAME: Kimberley Williams

DATE: 3/21/2023

COMMITTEE: Montague Economic Development Industrial Corporation

TERM: Filling Vacancy

TERM EXPIRATION: 6/30/2023

SELECTBOARD, TOWN OF MONTAGUE **TERM STARTS:** 03/21/22

Kimberley Williams personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **Montague Economic Development Industrial Corp** 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.

FOR INTERNAL USE ONLY

Name: Kimberley Williams

MONTAGUE APPOINTED OFFICIAL

NAME: Kimberley Williams

DATE: 3/21/2023

COMMITTEE: Montague Economic Development Industrial Corporation

TERM: Filling Vacancy

TERM STARTS: 03/21/22

TERM EXPIRATION: 6/30/23

EMAIL:

PHONE: HOME: **CELL:**

HOME ADDRESS:

MAILING ADDRESS:
(if different)

Montague Demolition Delay Bylaw

§ 1 Purpose.

The purpose of this Bylaw is to preserve and protect, through advance notice of their proposed demolition, significant buildings within the Town of Montague which constitute or reflect distinctive features of the architectural, cultural, political, economic, or social history of the Town, to encourage owners of preferably preserved significant buildings to seek out persons who might be willing to purchase and to preserve, rehabilitate, or restore such buildings rather than demolish them, to alert residents of the Town to impending demolitions of significant buildings, and by furthering these purposes to promote the public welfare, to preserve the resources of the Town, and to make the Town a more attractive and desirable place in which to live. To achieve these purposes, the Montague Historical Commission is empowered to advise the Montague Inspector of Buildings with respect to the issuance of permits involving demolition, and the issuance of demolition permits for significant buildings is regulated as provided in this By Law.

§ 2 Definitions.

As used in this Bylaw, the following terms shall have the meanings indicated:

APPLICATION

An application for a permit involving demolition, as defined in this Bylaw, of a significant building on the historic inventory. Every application shall include the address of the building to be demolished, the owner's name, address and telephone number, photographs of all sides of the building visible from a public way taken within the past year, plans, a narrative description of the building and justification of the proposed demolition, and a brief description of the proposed reuse, reconstruction or replacement.

BUILDING

Any combination of materials capable of providing shelter for persons, animals or property.

COMMISSION

The Montague Historical Commission.

DEMOLITION

Any act of pulling down, destroying, removing or razing a structure or portion thereof, or commencing the work of total or substantial destruction with the intent of completing the same.

DEMOLITION PERMIT

A permit issued by the Inspector of Buildings under the State Building Code for the demolition of a building or structure.

INSPECTOR OF BUILDINGS

The administrative chief of the building department in a municipality who is charged with the administration and enforcement of 780 CMR, the Massachusetts State Building Code.

SIGNIFICANT BUILDING

- A.** Any building or structure individually listed on the National Register of Historic Places; or
- B.** Any building or structure evaluated by Massachusetts Historical Commission to be a contributing building within a National Register or State Register District; or
- C.** Any building or structure which has been certified by the Massachusetts Historical Commission to meet eligibility requirements for individual listing on the National Register of Historical Buildings; or
- D.** Any Building or structure constructed over 100 years ago that contributes to the historical or architectural heritage or resources of the Town in accordance with the standards for designation as a significant building, provided that the building or structure is submitted by the Commission to the Selectboard, and approved by the Selectboard.

§ 3 Preferably preserved significant buildings.

- A.** A preferably preserved significant building is any significant building which the Montague Historical Commission determines, after a public hearing, is in the public interest to be preserved or rehabilitated rather than to be demolished. A preferably preserved significant building is subject to the one-year delay period of this By Law.
- B.** The Montague Historical Commission shall determine that a structure be designated as a significant structure if it meets one or more of the following criteria:

(1) It is listed on, or is within an area listed on, the National Register of Historic Places, or is the subject of a pending application for listing on said National Register; or

(2) The Montague Historical Commission determines that the structure meets one or more of the following three criteria:

(a) Historical importance. The structure meets the criteria of historical importance if it:

[1] Has character, interest or value as part of the development, heritage or cultural characteristics of the Town of Montague, the Commonwealth of Massachusetts or the nation; or

[2] Is the site of an historic event; or

[3] Is identified with a person or group of persons who had some influence on society; or

[4] Exemplifies the cultural, political, economic, social or historic heritage of the community.

(b) Architectural importance. The structure meets the criteria of architectural importance if it:

[1] Portrays the environment of a group of people in an era of history characterized by a distinctive architectural style; or

[2] Embodies those distinguishing characteristics of an architectural type; or

[3] Is the work of an architect, master builder or craftsman whose individual work has influenced the development of the Town; or

[4] Contains elements of architectural design, detail, materials or craftsmanship which represent a significant innovation.

(c) Geographic importance. The structure meets the criteria of geographic importance if:

[1] The site is part of, or related to, a square, park, or other distinctive area; or

[2] The structure, as to its unique location or its physical characteristics, represents an established and familiar visual feature of the neighborhood, or the community as a whole.

§ 4 Procedure.

- A.** The Inspector of Buildings, on the day of receipt of an application for demolition of a listed significant building or within seven days, shall cause a copy of each such permit application to be forwarded to the Montague Historical Commission. No demolition permit shall be issued at that time, unless the Inspector of Buildings deems the building is in need of emergency demolition and the emergency demolition provisions of this By Law have been met. The Montague Historical Commission may make preliminary determinations of significance for discussion with the Building Inspector.
- B.** The Montague Historical Commission shall hold a public hearing within 45 days of receiving a copy of such application, and shall give public notice thereof by publishing notice of the time, place, and purpose of the hearing in a local newspaper at least 14 days before said hearing. The Montague Historical Commission shall mail a copy of said notice to the applicant and shall, at least seven days prior to said hearing, notify the Selectboard, Town Administrator, Inspector of Buildings, Planning Department, Planning Board, Zoning Board of Appeals, and such other persons as the Montague Historical Commission shall deem entitled to notice. The applicant shall notify all abutting landowners as they appear on the most recent local tax list no later than seven days prior to said hearing.
- C.** If, after such hearing, the Montague Historical Commission determines that the demolition of the significant building would not be detrimental to the historical or architectural heritage or resources of the Town, the Montague Historical Commission shall so notify the Inspector of Buildings and Selectboard within seven days of such determination. Upon receipt of such notification, or after the expiration of 21 days from the date of the close of the public hearing, if he or she has not received notification from the Montague Historical Commission, the Inspector of Buildings may, subject to the requirements of the State Building Code and any other applicable laws, rules or regulations, issue the demolition permit.
- D.** If the Montague Historical Commission determines that the demolition of the significant building would be detrimental to the historical or architectural heritage or resources of the Town, such building shall be considered a preferably preserved significant building. The Montague Historical Commission's determination remains in effect for one year from the date of decision. Upon a determination by the Montague Historical Commission that the significant building which is the subject of the application for a demolition permit is a preferably preserved significant building, the Montague Historical Commission shall, within seven days, so advise the applicant by registered mail, and the Inspector of

Buildings, and no demolition permit may be issued until at least one year after the date of designation as a preferably preserved significant building. The applicant shall, upon notice of said designation, secure the building or site against vandalism, fire or other destruction and post a copy of said designation on the building in a place visible from the nearest public way. The applicant shall give reasonable access to the building or site to the Montague Historical Commission.

E. Notwithstanding the preceding section, the Inspector of Buildings may issue a demolition permit for a preferably preserved significant building at any time after receipt of written advice from the Montague Historical Commission to the effect that either:

(1) The Montague Historical Commission is satisfied that there is no reasonable likelihood that either the owner or some other person or group is willing to purchase, preserve, rehabilitate or restore such building; or

(2) The Montague Historical Commission is satisfied that reasonable efforts have been made to identify a purchaser to preserve, rehabilitate or restore the subject building, and that such efforts have been unsuccessful. This may be extended an additional six months upon recommendation of the Montague Historical Commission and a majority vote of the Selectboard.

§ 5 Emergency demolition.

Nothing in this By Law shall be construed to derogate in any way from the authority of the Inspector of Buildings derived from Massachusetts General Laws Chapter 143. However, before acting pursuant to this By Law, the Inspector of Buildings shall provide the Montague Historical Commission with a memorandum describing the condition of the building and the basis for his/her decision.

A. If a building poses an immediate threat to public health or safety due to its deteriorated condition, the owner of such building or structure may request issuance of an emergency demolition permit from the Inspector of Buildings.

B. Upon receipt of any application for an emergency demolition permit, the Inspector of Buildings shall within five days transmit a copy thereof to the Montague Historical Commission.

C. As soon as is practicable, but within 14 days after receipt of such an application, the Inspector of Buildings shall inspect the building with an inspection team consisting of the

Inspector of Buildings, Fire Chief, Montague Historical Commission Chair or the designees of said officials.

D. Within five days after inspection of the building and after consultation with other members of the inspection team, the Inspector of Buildings shall determine:

(1) Whether the condition of the building or structure represents a serious and imminent threat to public health and safety; and

(2) Whether there is any reasonable alternative to the immediate demolition of the building which would protect public health and safety.

E. If the Inspector of Buildings finds 1) that the condition of the building or structure poses a serious and imminent threat to public health and safety, and 2) that there is no reasonable alternative to the immediate demolition of the building or structure, then the Inspector of Buildings may issue an emergency demolition permit to the owner of the building.

F. If the Inspector of Buildings finds 1) that the condition of the building does not pose a serious and imminent threat to public health and safety, and/or 2) that there are reasonable alternatives to the immediate demolition of the building which would protect public health and safety, then the Inspector of Buildings may refuse to issue an emergency demolition permit to the owner of the building or structure.

G. Upon issuing an emergency demolition permit under the provisions of this section, the Inspector of Buildings shall submit a brief written report to the Montague Historical Commission describing the condition of the building and the basis for his/her decision to issue an emergency demolition permit. Nothing in this section shall be inconsistent with the procedure for the demolition and/or securing of buildings and structures established by MGL c. 143, §§ 6 through 10.

§ 6 Enforcement and remedies.

The Inspector of Buildings is specifically authorized to institute any and all actions and proceedings, in law or equity, as he/she may deem necessary and appropriate to obtain compliance with the provisions of this By Law or to prevent a threatened violation thereof.

A. No permit for erection of a new structure on the site of an existing preferably preserved significant building may be issued prior to issuance of a permit for demolition of such existing building.

- B.** No permit for erection of a new building, paving of drives or for parking shall be issued for one year from the commencement of such work if a structure is demolished in violation of this By Law.
- C.** Any owner of a building and/or structure subject to this By Law who knowingly acts to demolish said building and/or structure, or damage a portion of a building or structure in a way which increases its likelihood of total failure, without first obtaining a building permit for demolition in accordance with the provisions of this By Law, or who likewise by some causative action contributes to the deterioration of said building or structure during the demolition review period, shall be in violation of this By Law and subject to enforcement by a noncriminal complaint pursuant to the provisions of MGL c. 40, § 21D, as amended.
- D.** Notwithstanding the provisions of Section 11.45, the fine for any such violation shall be \$300 for each offense. Each day the violation exists shall constitute a separate offense until the demolished building is rebuilt or recreated as directed by the Montague Historical Commission, or unless otherwise agreed to by the Montague Historical Commission.

§ 7 Historic Districts Act.

If any provision of this By Law conflicts with Massachusetts General Laws Chapter 40C, the Historic District Act, that Act shall prevail.

NOTICE OF AWARD

To: **H. M. Nunes & Sons Construction, Inc.**

From: **Town of Montague, MA Selectboard**

Date: **March 1, 2022**

Subject: **Award of Contract:
Avenue A Streetscape Phase III Construction Project**

Project Description: The Town of Montague, the Awarding Authority, invites sealed bids for Avenue A Streetscape Improvements Project in the Village of Turners Falls, Montague, Massachusetts, in accordance with the documents prepared by Berkshire Design Group, Inc. dated January 5, 2022. The Town of Montague has considered the BID submitted by you for the above-described work in response to its Invitation to Bid dated January 5, 2022, and Instructions to Bidders, as amended.

You are hereby notified that your base BID has been accepted for all labor and materials in the amount of **ONE HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED and 00/100 Dollars (\$172,800.00)**

You are required by the Invitation to Bidders to supply the Town of Montague (owner) and the Franklin County Regional Housing & Redevelopment Authority (HRA), grant administrator, the following information **PRIOR** to submission of the signed Agreement:

1. General Contractor submission requirements

- Federal ID. # (Form W-9), copies of licenses and certifications, if applicable
- A 100% Payment Bond and a 100% Performance Bond to the **Town of Montague**
- Certificates of Insurance as required by paragraph 29 of the General Conditions of the Owner/Contractor Agreement in the name of the **Town of Montague**.
- Form of General Contractor's Equal Employment Certification (State)
- Certification of Bidder Regarding EEO (Federal)
- Certification of Bidder Regarding Section 3 & Segregated Facilities (Federal)
- HUD Labor Standards: Certification Concerning Labor Standards and Prevailing Wage Requirements (Federal)
- Assurance of Compliance with Section 3 (Federal)
- Section 3 Plan (Federal)
- Executive Order 481- Contractor Certification
- Financial Disclosure Form
- Drug-Free Workplace - Contractor Certification
- A list of potential subcontractors that are to be contracted on this project *N/A - none*
 - Subcontractors must attend Preconstruction Conference, unless exempted by the town
- HUD Labor Standards: Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements must be submitted prior to the issuance of the Notice to Proceed
- Contracts between General Contractor and their Sub Contractors are required to be submitted for review within Two (2) weeks of the Notice to Proceed

The numbers of the applicable wage decisions, which were part of the bid documents and will be contained in the contract are: 20211229-016 Issued 12/29/2021 (State) and General Decision No. MA20210010 Dated: 11/12/2021 (Federal).

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Franklin County Regional Housing & Redevelopment Authority (HRA), Attn: Brian McHugh, 241 Millers Falls Road, Turners Falls, MA 01376

Dated this 1st day of March 2022


TOWN OF MONTAGUE

Selectboard, Chair

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: H.M. Nunes & Sons Construction, Inc.

this the 8th day of March 2022

Signed: Paula A. Nunes

Title: President

AGREEMENT

BY AND BETWEEN

TOWN OF MONTAGUE

AND

H. M. NUNES & SONS CONSTRUCTION, Inc.

THIS AGREEMENT, was made as of the **28th day of March, 2022** by and between the **Town of Montague**, Massachusetts (hereinafter referred as the MUNICIPALITY) and **H. M. Nunes & Sons Construction, Inc.; 82 Carmelinas Circle; Ludlow, MA 01056** hereinafter referred to as the CONSULTANT).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of **AVENUE A STREETScape PHASE III CONSTRUCTION PROJECT** (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY 2020 Grant Program objectives.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT:** The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of MONTAGUE, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.
3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
 - 3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is **STEVEN ELLIS, TOWN ADMINISTRATOR**. TELEPHONE 413.863.3200 X 110.
 - 4.1 **REPORTING:** The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

5. SUBCONTRACTS: No subcontracts may be awarded by the CONSULTANT, the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT, without prior written approval of the MUNICIPALITY and DHCD.

The CONSULTANT shall use its best efforts to ensure that it will not knowingly use funds under this contract to purchase, or enter into contracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, the CONSULTANT shall alert the MUNICIPALITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about March 28, 2022, and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by September 30, 2022.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed **ONE HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED Dollars (\$172,800.00)**, with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The CONSULTANT shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.1.1 Program Income: If the CONSULTANT's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, CONSULTANT will track, report and utilize any and all such program income generated through CDBG funded activities as required by Mass. CDBG.

8.1.1. Photographic Documentation (for construction projects only): CONSULTANT shall submit photographs to the MUNICIPALITY of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of progress reports.

8.2 ACCESS TO RECORDS: The CONSULTANT shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the

CONSULTANT relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

8.3.1 In the event of termination, the CONSULTANT will be compensated for services provided to the date of termination, according to the "Method and Schedule of Compensation," Attachment B.

8.4 AMENDMENTS: This Agreement may be amended provided such amendment is in writing and executed by the parties to this Agreement, and receives approval from DHCD prior to its effective date.

8.5 NON-DISCRIMINATION: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478; Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. The CONSULTANT shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law.

8.6 PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in and Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The CONSULTANT shall maintain records sufficient to detail the process for procurement.

8.7 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11478, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246 Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.8 EMPLOYMENT OPPORTUNITIES: Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8.9 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 526.

8.10 LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

8.11 CONFLICT OF INTEREST: The CONSULTANT shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c.268A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq.

8.12 DOMESTIC PREFERENCES FOR PROCUREMENTS: Pursuant to 2 CFR § 200.322, the CONSULTANT should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The CONSULTANT shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.

8.13 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the MUNICIPALITY's Grant Agreement with DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The CONSULTANT shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.

9. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for Mass. CDBG, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.

10. INDEMNIFICATION: The CONSULTANT shall indemnify, defend, and hold the MUNICIPALITY harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the CONSULTANT's breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the agents or employees.

11. LICENSES: The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, Attachment A, as required by federal, state or local laws or regulations, and shall comply with the provisions of 2 CFR Part 200.325 with respect to any bonding or other insurance requirements.

12. CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

The CONSULTANT certifies that the CONSULTANT has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Agreement, that the CONSULTANT shall communicate these provisions to and enforce them against its subcontractors, and that the CONSULTANT shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the CONSULTANT is given access as part of this Agreement, from unauthorized access, destruction use, modification, disclosure, or loss.

The CONSULTANT understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the CONSULTANT acts as a holder of personal data and the CONSULTANT certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c. 66 sec. 17A. The MUNICIPALITY and the CONSULTANT shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause DHCD, the MUNICIPALITY, or the CONSULTANT to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

13. **COPYRIGHT:** No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.

14. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the MUNICIPALITY or the CONSULTANT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the CONSULTANT will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

15. **CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED:** If the amount of the contract or subgrant exceeds \$150,000, the CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

16. **ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201):** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan must be issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter "SAM"), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The MUNICIPALITY is not currently debarred or suspended by the federal or state government under any law or regulation. The CONSULTANT certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.

18. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

19. CLOSEOUT: The CONSULTANT shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass. CDBG.

20. CERTIFICATE OF TAX COMPLIANCE: The following Certificate of Tax Compliance must be completed and submitted as part of this Agreement:

Certificate of Tax Compliance	
Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.	
Contractor:	
(Signature of authorized HM Nunes Construction, Inc. / Title)	(date)

21. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF, the MUNICIPALITY and the CONSULTANT have executed this AGREEMENT under seal in triplicate as of the date above written.

Approvals and Signatures

By: TOWN OF MONTAGUE _____:	By: HM Nunes & Sons Construction, Inc.
Authorized Signatory _____ Date _____	name _____ Date _____
<u>Certification as to Availability of Funds</u> : : In accordance with G.L. c.44, §31C, this is to certify that an appropriation in the amount of this Agreement is available therefor and that the Selectboard has been authorized to execute the Agreement and approve all requisitions and change orders.	<u>Approval of Contract as to Form</u> :
Town Accountant _____ Date _____	Town Counsel/City Solicitor _____ Date _____
<u>Approval of Contract as to Appropriate Procurement Method</u>	
Town Procurement Officer _____ Date _____	

ATTACHMENT A

Town of Montague Construction Consultant Scope of Services

Project Description: The proposed project will improve a 140 linear foot section of sidewalk and planters on the east side of Avenue A in Turners Falls, MA from 3rd Street to an alleyway between the Shea Theater and the small shopping plaza to the north. The scope of the project includes full replacement of the brick sidewalks, replacement of two integrated sidewalk planters, and creation of a handicapped accessible parking spot with a curb cut to the sidewalk. The project will address the substandard conditions along this section of the streetscape, including cracked, heaving, non-compliant sidewalks; deteriorated concrete planters; non-compliant handicap parking space with no curb cut to sidewalk; and inadequate drainage.

The proposed project will make the following infrastructure improvements on Avenue A:

- Replacement of 5300 SF of brick sidewalk with a concrete sidewalk with brick borders and highlights to match newly replaced sidewalks on the other side of Avenue A.
- Replacement of (2) 10'x26' concrete planters with new planters with 12" wide granite curbing
- Installation of new trees in the new planters.
- Installation of an ADA compliant curb cut and ramp for direct access from the handicap parking space to the sidewalk.
- Installation of new granite street curbing in the project area.
- Installation of handicap accessible signage.
- Installation of (3) new metal benches and (1) trash receptacle.
- Replacement of 265 SF of concrete paving at the top of the alley.
- Repair of existing subsurface water lines to the planters.
- Installation of subsurface drainage in the project area.

ATTACHMENT B

METHOD AND COMPENSATION SCHEDULE

May be invoiced on a monthly basis per % of work completed

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.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: TOWN OF MONTAGUE (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4): 1 Avenue A, Turners Falls, MA 01376		Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114	
Contract Manager: Steven Ellis	Phone: 413-863-3200	Billing Address (if different): same	
E-Mail: townadmin@montague-ma.gov	Fax:	Contract Manager: Julissa Tavarez	Phone: 617 573 1407
Contractor Vendor Code: VC6000191893		E-Mail: Julissa.tavarez@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCOD322022821480000	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount : \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (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): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (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 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (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"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$788,174 _____.			
PROMPT PAYMENT DISCOUNTS (PPD): 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: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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. Housing rehab (3 units); Avenue A streetscape improvements; social services (ESOL, substance abuse services, elder services, youth services)			
ANTICIPATED START DATE: (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 no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>1/1</u> , 2022 ____, a date PRIOR 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.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/30</u> , 2025 ____, 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.			
CERTIFICATIONS: 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 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Louis Martin</u> Print Title: <u>Director</u>	



STANDARD CONTRACT FORM INSTRUCTIONS

CONTRACTOR CERTIFICATIONS

COMMONWEALTH TERMS AND CONDITIONS

INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

Contractor Legal Name (and D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (Left Side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, or local government or other entities.

Department Procurement: Check this option for a Department contract procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



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Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended, or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). See "Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if there is no change.

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget: Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material change" in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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 [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [M.G.L. c. 29, § 23A](#)). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments ([M.G.L. c. 29, § 23A](#)), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.



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BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021-23") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. See the **Commonwealth's policy on electronic or digital signatures.**

Contractor Name/Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing.**

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date." **Rubber stamps are not acceptable.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name/Title: Legibly enter Authorized Signatory's name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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.

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



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discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [M.G.L. c. 11, §12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 CMR 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including [Executive Order 147](#); [M.G.L. c. 29, § 29F](#); [M.G.L. c. 30, § 39R](#); [M.G.L. c. 149 §§ 27C, 44C and 148B](#); and [M.G.L. c. 152, § 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under [M.G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#), if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

Payments Subject To Appropriation. Pursuant to [M.G.L. c. 29 §§ 26, 27 and 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [M.G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, [M.G.L. c. 62C, § 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [M.G.L. c. 62E](#), withholding and remitting child support including [M.G.L. c. 119A, § 12](#), TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and



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confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under [M.G.L. c. 214, § 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the [Commonwealth's Terms and Conditions](#), the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); [M.G.L. c. 149, § 27G](#) (moving office furniture and fixtures); [M.G.L. c. 149, § 27H](#) (cleaning state office buildings or buildings leased by the state); [M.G.L. c. 6C, § 44](#) (MassDOT relocation of utilities or utility facility); [M.G.L. c. 7, § 22](#) (contracts for meat products and clothing and apparel); [M.G.L. c. 71, § 7A](#) (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations ([M.G.L. c. 151](#) and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); [M.G.L. c. 151A](#) (unemployment insurance and contributions); [M.G.L. c. 152](#) (workers compensation and insurance); [M.G.L. c. 150A](#) (Labor Relations); [M.G.L. c. 153](#) (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C. § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); [M.G.L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [M.G.L. c. 272, § 92A](#); [M.G.L. c. 272, §§ 98 and 98A](#), [Massachusetts Constitution Article CXIV](#) and [M.G.L. c. 93, § 103](#); 47 USC § 255 (Telecommunication Act); [M.G.L. c. 149, § 105D](#), [M.G.L. c. 151C](#), M.G.L. c. 272, §§ 92A, 98 and 98A, and [M.G.L. c. 111, § 199A](#), and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.



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Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [M.G.L. c. 7, § 22C](#), for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [M.G.L. c. 30, § 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under

the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law, including [M.G.L. c. 268A, § 5\(f\)](#) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor’s company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.



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Executive Orders [523](#), [526](#) and [565](#), [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.). [Executive Order 526](#) (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). [Executive Order 565](#) (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 § 61\(s\)](#). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**CFDA Number 14.228****Assistance Listing Number B-21-DC-25-001****Federal Award Date 08/09/2021****CDF and ME****FEDERAL FISCAL YEAR 2021****TOWN OF Montague GRANT # 00931****ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS****I. INTRODUCTION****A. Contract**

This Contract shall consist of the following documents:

- a. The Commonwealth Standard Contract Form
- b. The Commonwealth Standard Terms and Conditions
- c. Attachment A, Additional Terms and Conditions
- d. Attachment B, Approved Budget

B. Authority. The Commonwealth of Massachusetts, through its Department of Housing and Community Development (Department or DHCD), has elected to receive Community Development Block Grant (CDBG) funds for distribution to units of general local government in the State's non-entitlement areas pursuant to Title I Section 106(a) of the Housing and Community Development Act of 1974, P.L. 93-383 subject to the regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, Subpart I. The grant which is the subject of this Contract is authorized by Title I of the Housing and Community Development Act of 1974 (42 U.S.C.5301 et seq.), including amendments contained in the Housing and Community Development Act of 1987, P.L. 100-242 and the Cranston-Gonzalez National Affordable Housing Act, P.L. 100-625.

C. Scope of Services. The Contractor agrees to perform the activities described in the Massachusetts CDBG grant application submitted on September 10, 2021, approved by the Department ("Application"), as may be amended from time to time, to the extent authorized by the following paragraphs. Where the Contractor has received full funding for an activity, it must be carried out as described in the Application. Where a Contractor has received partial funding for an activity, that activity must be carried out as described in a revised activity description and management plan that must be submitted to the Department for approval. Key personnel and qualifications shall conform to the functional descriptions in the Contractor's Management Plan included in the Application. Where the activities described in the Application are inconsistent with this Attachment A, Attachment A shall control. Any later change in activities shall be made only with the prior approval of the Department. The approved activities funded herein are not for R&D purposes. The Contractor's approved budget is attached hereto and made a part hereof as Attachment B.

D. Period of Performance. Notwithstanding the "Termination Date" stated on page one of this Contract, the Contractor agrees that the activities funded herein shall be completed by June 30, 2023 and a final quarterly activities report filed by July 31, 2023 (see Section IV), unless the Department grants an extension for completion of activities and filing of final reports. In no case may the extension date be later than the Termination Date.

II. MODIFICATIONS AND DEFINITIONS

A. Modifications. The Contract is hereby modified by adding the following, as approved by the Office of the Comptroller (references are to the Commonwealth "Terms and Conditions" that has been executed by the Contractor and has been or will be filed with the Office of the Comptroller).

1. Section 2. PAYMENTS AND COMPENSATION (Commonwealth Terms and Conditions) "Federally authorized pre-contract costs (see 24 CFR 570.489(b)) shall be included in the maximum obligation and identified in Attachment B – Approved Budget."
2. Section 3. CONTRACTOR PAYMENT MECHANISM (Commonwealth Terms and Conditions) "For the purposes of this Contract, the parties shall follow the procedures

outlined in the Massachusetts CDBG Program Operations Manual with regard to the processing and payment of invoices.”

3. Section 4. CONTRACT TERMINATION OR SUSPENSION (Commonwealth Terms and Conditions) “For the purposes of this Contract, the first clause of the second sentence shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.”

B. Definitions.

1. **Project** means the activities described in the Application, any amendments or supplements thereto, and other such submittals required by this Contract, which are to be carried out to meet the objectives of the Massachusetts CDBG Program.
2. **Low- and Moderate-income** means household income which does not exceed 80% of the median income of the metropolitan area in which the household is located, or, if the community is not located in a metropolitan area, 80% of the median for the county or the median for the entire non-metropolitan area of the state, whichever is greater.

The terms “person of low- and moderate-income” and “low- and moderate-income persons” mean families and individuals whose incomes do not exceed 80% of the median income of the area involved as determined by the Secretary of Housing and Urban Development (HUD) with adjustments for smaller and larger families. The term “persons of low-income” means families and individuals whose incomes do not exceed 50% of the median income of the area, as determined by the Secretary of HUD with adjustments for smaller and larger families. The term “persons of moderate-income” means individuals and families whose incomes exceed 50% but do not exceed 80%, of the median income of the area involved as determined by the Secretary of HUD with adjustments for smaller and larger families. For purposes of such terms, the area involved shall be determined in the same manner as such area is determined for the purpose of assistance under Section 8 of the United States Housing Act of 1937.

3. **Affordability** means, in the case of rental housing, units which are affordable to and occupied by low- and moderate-income persons. Requirements for determining and maintaining affordable rent are set forth in Section VI of this ATTACHMENT A and the Massachusetts CDBG Program Operations Manual.

III. COMPLIANCE REQUIREMENTS

All activities authorized by this Contract shall be subject to and performed in accordance with the provisions of this Contract, Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq., hereinafter “the Act”), HUD regulations in 24 CFR Part 570 Subpart I and other federal law and regulations as specified therein, and any regulations, directives or guidelines as may be established by HUD and the Department for the Massachusetts CDBG Program. The Contractor shall cause any subgrantees and contractors to comply with these requirements.

All activities authorized by this Contract shall be conducted in accordance with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and the federal government including, but not limited to, the following:

A. Program Requirements.

1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq.), and HUD regulations at **24 CFR Part 1**, which prohibit discrimination based on race, color, or national origin under any program or activity receiving federal financial assistance.
2. **Title VIII of the Civil Rights Act of 1968** (42 U.S.C. 3601 et seq.) as amended by the Fair Housing Amendments of 1988 (known as the Fair Housing Act), which prohibits discrimination based on race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, financing, or brokering of housing; and **Federal Executive Order 11063**, as amended by **Executive Order**

12259, and as implemented by regulations at **24 CFR Part 1**, which prohibits such discrimination in the sale or rental of property which has received federal financial assistance.

3. **The Age Discrimination Act of 1975** (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age, and **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794), which prohibits discrimination based on handicap.

4. The **Davis-Bacon Act** (40 U.S.C. 276a - 276a-7), as supplemented by Department of Labor regulations at **29 CFR Part 5**, which provides that laborers and mechanics employed by the Contractor or subgrantees on construction projects (consisting of 8 or more units in the case of residential property) assisted under the Act shall be paid wages determined by the Secretary of Labor, provided that Davis Bacon shall not apply to “volunteers”; and the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 et seq.), as supplemented by Department of Labor Regulations at **29 CFR Part 5**, which contains labor standards for work on contracts financed by federal grants; and the Department of Labor **“anti-kickback” regulations at 29 CFR Part 3**. The Contractor shall include these requirements in agreements with subgrantees.

5. The **National Environmental Policy Act of 1969** (42 U.S.C. 4321 et seq.), and such other provisions of law which further the purposes of the National Environmental Policy Act as are specified in **24 CFR Part 58** (entitled “Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.”)

6. The **Housing and Urban Development Act of 1968, Section 3** (12 U.S.C. 1701u), which requires that training and employment opportunities be made available to lower-income persons living in the community where a project assisted under the Act is located, and that contracting opportunities be made available to businesses located in or owned by persons living in such community. The Contractor shall include this requirement in agreements with subgrantees. The text of this clause is included in the Massachusetts CDBG Program Operations Manual.

7. **The Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992** (42 U.S.C. 4851 et seq.) as implemented by regulations at **24 CFR Part 35**, which establishes requirements to protect children from lead-based paint hazards in housing that is receiving federal financial assistance or is being sold by the government. **24 CFR Part 35** became effective on September 15, 2000.

8. Regulations at **24 CFR Part 44**, “Non-Federal Audit Requirements for State and Local Government.”

9. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 U.S.C. 4601 et seq.) and regulations at **49 CFR Part 24**, and **Section 104 (d) of the Act** and regulations at **24 CFR 570.606 and 24 CFR Part 42 cited in 24 CFR 570.488**, which govern the acquisition of real property for activities assisted under the Act and which require the Contractor to adopt policies and plans designed to minimize displacement of residents and businesses, and to provide relocation benefits and assistance.

10. Department of Labor Regulations at **41 CFR Part 60-1**, implementing **Executive Order 11246**, which require the Contractor to adopt equal employment practices and cooperate with the Secretary of Labor in assuring compliance by subgrantees. The Contractor shall include this requirement in agreements with subgrantees. In addition, for all subcontracts which are nonexempt as defined in 41 CFR 60-1.5 (generally, subcontracts in excess of \$10,000), the Contractor shall include in the agreement the “equal opportunity clause” set forth in 41 CFR 60-1.4(b) for construction contracts, and in 41 CFR 60-1.4(a) for all other contracts.

11. **The Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.)**, which requires certain federally assisted buildings to be constructed so as to be accessible to physically handicapped persons, and **The Americans with Disabilities Act of 1990** (42 U.S.C. 12101 et seq.), which prohibits discrimination against disabled individuals in private and public employment, public accommodations, public transportation, government services, and telecommunications. The Contractor shall include this requirement in agreements with subgrantees.

12. **Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) as supplemented by HUD regulations at 24 CFR Part 4** which requires applicants to a state, or to a unit of local government, for assistance from HUD to make a number of disclosures. See specific requirements under “Special Conditions” and Exhibit A below.

- B. **Administrative Requirements.** The Contractor shall comply with the provisions of 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” as required by 24 CFR §570.489. These include, but are not limited to, the requirements pertaining to Program Income located at 2 CFR §200.307, the requirements pertaining to Cash Management located at 2 CFR §200.305(b), and the requirements pertaining to Audits located at 2 CFR §§ 200.501 through 200.521.

The Contractor shall use its best efforts to ensure that it will not knowingly use Contract funds to purchase, or enter into contracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, the Contractor shall alert the Department as soon as possible and shall provide information on any measures taken to prevent recurrence.

- C. **Massachusetts CDBG Program Operations Manual.** In implementing all activities authorized by this Contract, the Contractor shall use the provisions of the Massachusetts CDBG Program Operations Manual as a guidance document. In accordance with such manual, the Contractor shall comply with Massachusetts law for all procurements unless otherwise stated.

- D. **Political Activity Prohibited Under the Hatch Act.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. The Contractor shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits political activities by employees whose principal employment is in connection with an activity which is financed in whole or in part by federal funds.

- E. Regulations at **41 CFR Part 60-250**, entitled “Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era.”

- F. **Conflict of Interest.** The Contractor shall adhere to the requirements of M.G.L. Chapter 268A and the HUD Conflict of Interest regulations at 24 CFR Part 570.489(h).

- G. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §§ 200.322, the Contractor should, to the greatest extent practicable under this award and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this award.

- H. **Special Conditions.**

1. **Certification Regarding Disclosure Requirements for Activities Receiving \$200,000 or more.** Pursuant to Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) and 24 CFR Part 4, the Contractor must complete and execute the Disclosure Form attached hereto in Exhibit A. Furthermore, updates must be filed with the Contractor’s quarterly reports to reflect any changes. In any sub-recipient contracts, the Contractor shall require compliance with these disclosure provisions and provide the sub-recipient with a copy of the attached Disclosure Form.

2. **Additional Certifications.** In addition to any other certifications submitted by the Contractor to the Department, the Contractor, by execution of this Contract, certifies:

- (a) that it shall adopt a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of a nonviolent civil rights demonstration within its jurisdiction.
- (b) That, in accordance with 24 CFR 570.487(b) and 24 CFR §5.166, it is taking action to affirmatively further fair housing.

3. **Religious Organizations:**

If CDBG funds are being provided to primarily religious organizations, it must be in accordance with HUD's guidance on Participation in HUD Programs by **Faith-Based Organizations**; Providing for Equal Treatment of all HUD Program Participants, Final Rule, as published in the Federal Register (Vol. 68, No. 189) on September 30, 2003 on Pages 56396-56408, effective October 30, 2003.

4. **Certain Relocation Projects:**

CDBG funds may not be used to assist in the relocation of an industrial or commercial plant, facility, or operation from one area to another if the relocation is likely to result in a significant loss of employment in the area from which the relocation occurs.

5. **Changes of Use of Real Property:**

Real property owned or controlled by units of local governments and improved with CDBG funds, may not have its use changed for a period of five years after the closeout of the grant that assisted the property unless the change of use is consistent with 24 CFR 570.489(j). Further, grantees will certify to DHCD on an annual basis that they are maintaining the original use of the building.

6. **Program Income:**

Contractor will track, report and utilize any and all program income generated through CDBG funded activities as described in Chapter 11 of the CDBG Operations Manual.

7. **Photographic Documentation:**

The Contractor shall submit photographs to the Department of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of final quarterly report.

8. **Additional Special Conditions:**

IV. **REPORTING REQUIREMENTS**

The Contractor shall monitor the performance of all activities undertaken pursuant to this Contract to assure compliance with this Contract and the implementation schedule is being met, consistent with the schedule submitted with the Application, or any changes thereto approved by the Department.

- A. **Quarterly Activity Reports.** In accordance with the requirements set forth in the Massachusetts CDBG Program Operations Manual, the Contractor must submit to the Department **electronic program** reports at the end of each quarter of the program grant year using the Accounting/INTELLIGRANTS Grants Management System computer software (hereinafter "INTELLIGRANTS") found at the Department's internet website. The required quarterly reports must be submitted in accordance with the schedule established by the Department in the INTELLIGRANTS system for the grant received by the Contractor.

For purposes of filing the Final Quarterly Activity Report, please note that this report and other additional required information constitute the Close-Out Report as indicated in the Massachusetts CDBG Program Operations Manual.

The Contractor shall conduct a review of all users accessing INTELLIGRANTS to determine the accuracy of user access designations. If necessary, the Contractor shall take action to change, revoke, or grant user access to reflect the appropriate designation.

- B. **Audit.** Pursuant to 2 CFR §200.501, if the Contractor has expended \$750,000.00 or more during their fiscal year in Federal awards, the Contractor shall cause to be prepared an audit of any expenditure from funds received pursuant to this Contract. Said audit shall be performed by an independent entity, and shall be conducted in accordance with the procedures and requirements set forth in 2 CFR Part 200, subpart F which implements the Single Audit Act of 1996 (P.L. 104-156). The Department may at any time cause an audit to be made for the purpose of detecting fraud, waste, or mismanagement by the Contractor or subgrantee in addition to those stated in other paragraphs. The Contractor's proportionate single audit cost under this Contract shall be deemed to be an eligible administrative expenditure of grant funds provided under this Contract if such costs are listed in the approved Budget.
- C. **HUD 2516 Report.** In accordance with requirements set forth by HUD, the Contractor shall maintain data in INTELLIGRANTS for all contracts over \$10,000 for Minority-owned Business Enterprises Contracts (construction and non-construction) and subcontracts for the period ending September 30. DHCD will produce these reports and transmit to HUD directly on behalf of CDBG grantees.
- D. **Housing Activities Reporting.** For housing activities only, the Contractor shall submit to DHCD, via INTELLIGRANTS or other method required by DHCD, data required by DHCD regulations at 760 CMR 61.00, promulgated pursuant to Chapter 334 of the Acts of 2006, and all applicable DHCD directives, guidelines and forms as may be amended from time to time. The Contractor shall collect said data for the express purpose of reporting to DHCD, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.

V. **PRIOR APPROVAL BY THE DEPARTMENT FOR CONTRACTUAL MANAGEMENT ASSISTANCE**

A copy of the proposed contract for management assistance must be submitted to the Department for approval prior to its execution for any program or activity contracted, in whole or in part, to an entity other than the unit of local government receiving funds (or any subordinate unit of that government). In addition to all required contractual obligations including federal requirements, such contract must include: a detailed scope of services; a listing of the actual accomplishments of the contract; and a timetable for all payments that will be made.

VI. **OTHER PROGRAM REQUIREMENTS:**

A. **Management**

Contractor will implement funded activities in accordance with the management plan contained in the approved Application unless modified by special condition(s). Contractor must hire, as employees, consultants or by administering agency contract, qualified personnel for each position included in the management plan and maintain the staffing levels, positions and functions specified in the plan throughout the period of performance of this Contract.

Any substantive change in the management plan requires prior written approval by the Department. "Substantive" shall mean a change in the number of grant management staff positions, full-time equivalency(ies), or personnel at the management, professional or technical levels of the organization. Contractor is obligated to notify the Department, in writing, of any such changes within ten (10) days of their occurrence and submit for approval an interim management plan, including a description of the process and expected timeframe for filling a vacancy.

The Department reserves the right to review personnel hiring decisions for CDBG-funded grant management positions such as community development director or administrator, program manager or housing rehabilitation specialist; and to review selection of contractors for contracted grant management services such as consultants or organizations procured through a competitive process.

Failure to provide resumes of final candidates with ranking and selection criteria of professional positions prior to formally offering the candidate, consultant or organization, a position or contract may result in suspension of the grant.

B. Budget Amendments

Internal budget amendments that do not affect the total grant award shall be in accordance with the Massachusetts CDBG Program Operations Manual and the INTELLIGRANTS.

C. Cost Allocation Plans

A detailed cost allocation plan must be submitted to and approved by the Department prior to its execution whenever the Contractor contracts for the management of any portion of its grant to the following types of organizations: regional planning agencies; local housing authorities; local redevelopment authorities; community development corporations; non-profit housing agencies and other similar organizations.

D. Pre-Contract Costs

If the Contractor has been authorized by the Department grant award letter to undertake certain activities and incur certain costs prior to the execution of this Contract, the Contractor warrants that it has undertaken only those activities and incurred only those costs so authorized and agrees that all work performed prior to entering into this Contract shall be subject to all the terms and conditions of this Contract.

E. Indirect Cost Rate

The Contractor may apply an indirect cost rate consistent with that submitted in the approved Application. Any revisions to the rate must receive prior written approval from the Department. Approved revisions are incorporated herein and made a part of this Contract. Described rates must comply with 2 CFR part 200.

F. Signage in Construction Projects

The Contractor acknowledges that local awareness of grant programs is essential to the success of the program and that identification of specific projects is important in enhancing local awareness. In order to identify the project which is the subject of this Contract, the Contractor shall erect a temporary sign and, if applicable, permanent signs, which acknowledge the funding source as follows: "The U.S. Department of Housing and Urban Development and the Department of Housing and Community Development, Massachusetts CDBG Program."

G. Publications

All publications resulting from the program funded by this contract shall acknowledge funding by the U.S. Department of Housing and Urban Development and the Department of Housing and Community Development, Massachusetts CDBG Program.

H. Confidentiality

The Contractor shall hold all personal data, wherever obtained, including, without limitation from an individual and the Department in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form Instructions and Contractor Certifications, and all applicable Federal and State privacy and confidentiality laws and regulations, including without limitation, M.G.L. c.66A, "Massachusetts Fair Information Practices Act," M.G.L.c.93H, Security Breaches; M.G.L. c. 66 sec. 17A; 801 CMR 3.00: Privacy and Confidentiality; and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

Pursuant to the requirements of the Standard Contract Form Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction use, modification, disclosure, or loss. In addition, consistent with the requirements of the Standard Contract Form and the state information security policies, the Contractor's employees shall generally not conduct **Massachusetts CDBG program** business through or send confidential **Massachusetts CDBG program** information to the employee's personal email account. In addition, the Contractor will promptly notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of the **Massachusetts CDBG program** records and information. In the event of a security breach, the Contractor will cooperate with the Department and its authorized representatives and will provide access to any information necessary to respond to the security breach.

The Contractor understands and agrees that only those employees who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized employees shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the Contractor acts as a holder of personal data and the Contractor certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c. 66 sec. 17A. DHCD and the Contractor shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause DHCD or the Contractor to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

I. **For Housing Activities:**

1. **Affordable Housing Restriction** - All projects supporting the creation, preservation, and rehabilitation of rental and owner-occupied housing units must be affordable to Low- and Moderate-income persons for at least a fifteen (15) year period. Rehabilitation assistance for owner-occupied properties must be secured by a mortgage or lien on the subject property that restricts rent levels in Low- and Moderate-income units for a minimum term of fifteen (15) years from the date of rehabilitation completion or for as long as the loan is outstanding. Rehabilitation assistance for investor-owned properties must be secured by a mortgage or lien on the subject property and the affordability requirements must be secured by an **affordable housing restriction** provided and approved by DHCD on the subject property, which runs with the land and restricts rent levels in Low- and Moderate-income units for a minimum of fifteen (15) years from the date of rehabilitation completion. An "owner-occupied property" is defined as a property that contains no more than four (4) units, one of which is occupied by the owner. All other properties are considered "investor-owned properties."

Rentals of units in any assisted property shall further meet the requirements outlined in paragraph I. 2 below.

2. **Rent Limits** – Owners of rental property to be rehabilitated with program assistance provided pursuant to this Contract shall be required to sign an agreement to maintain rents at affordable levels for a minimum of fifteen (15) years after the completion of the rehabilitation (unless, in the case of owner-occupied properties, the loan is paid in full by an owner-occupant prior to this time). Such affordable rent agreement shall apply to units occupied by low- and moderate-income persons as well as units that are vacant at the time of the owner's application to the program. At the time of application, the owner shall certify that no tenant has been or will be displaced or relocated without due cause for the purposes of evading the terms of such agreement. At a minimum, such agreement shall include the following provisions:

- I. The owners shall agree to enter into a lease agreement with tenants which will include (i) the term of the rental agreement; and (ii) the maximum allowable rent to be charged for the subject unit. The Contractor shall also ensure that all tenants in affected units receive the above information in writing.
- II. Rent shall be calculated taking into account the owner's share of the cost of the rehabilitation as well as the operating expenses, but shall not exceed the lesser of the Section 8 Existing Housing Program Fair Market Rents as established by HUD for the area pursuant to 24 CFR 888 or the High HOME Rents established by HUD pursuant to 24 CFR 92.252(a)(2). Thereafter, annual rent adjustments may not exceed the limits allowed by HUD in the annually published schedules of High HOME or Section 8 Existing Housing Program Fair Market Rents. In addition, the Contractor shall ensure that required displacement and relocation assistance is afforded to all eligible persons as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601-4655) and the HUD regulations at 24 CFR 570.606.
- III. The owner shall agree to notify the appropriate housing agencies of the availability of any units covered by the terms of this agreement, and shall not refuse to rent to tenants holding Section 8 Existing Housing Certificates, Massachusetts Rental Voucher Program Vouchers, or any other recognized housing voucher certifications except for good cause. If the Contractor or the subject property is located within the Boston-Cambridge-Quincy PMSA, the owner shall also agree to list all of the Low- and Moderate-income units with the Boston Fair Housing Commission MetroList (Metropolitan Housing Opportunity Clearing Center).

The Contractor shall adhere to the Department-approved Recapture and Anti-Speculation Plan which includes a description of how it will ensure that the level of Low- and Moderate-income benefit and terms of affordability specified herein will be maintained. The description shall include the procedures by which the Contractor will monitor compliance with its rental agreement policy, including the designation of responsible staff person(s), method of monitoring compliance, and corrective actions to be taken by the Contractor in the event of non-compliance.

In addition, the Contractor will maintain records for each Low- and Moderate-income unit regarding the rent and tenant's household income at the time of application, at the time of completion of rehabilitation, at the termination of the rental agreement, and at the time a new lease is executed, for the duration of the affordability term. The Director of the Department, if requested to do so in writing by the Contractor, may waive any of the above provisions of this section not required by law if the Contractor has demonstrated to the satisfaction of the Director of the Department that compliance with this condition would adversely affect the implementation of the Contractor's approved program.

3. **Participant Approval** - The determination of an individual's eligibility for program participation shall not be subject to the approval of any local governing body unless required by law. In these instances, the appropriate citation shall be provided to the Department, accompanied by a plan to protect the privacy of individuals and guarantee objectivity in the process. Any such plan shall be subject to Department approval.

4. **Code Violations** - General property improvements shall not be permitted unless specifically needed to correct violations of Article II of the Massachusetts Sanitary Code.

5. **Single Case Waivers** - Contractor shall obtain prior DHCD authorization for projects the cost of which will exceed \$40,000 per unit, except in projects involving lead, barrier removal, septic, asbestos, historic preservation, for which the prior authorization of the Department will be required when projects exceed \$50,000 per unit in cost. Municipalities must request a Single Case Waiver from DHCD utilizing the appropriate Single Case Waiver form from the Mass. CDBG Implementation Manual. Prior to authorization, DHCD may also request additional documentation from Contractor to demonstrate need, reasonableness of costs, and compliance with applicable federal and state requirements.

EXHIBIT A

DISCLOSURE FORM (To Be Completed and Signed by the Contractor)

The Contractor is required to complete and sign a *Certification Regarding Disclosure Requirements for Activities Receiving \$200,000 or More*. Following are guidelines for completing the form. For further clarification, consult HUD regulations at 24 CFR Part 4.

1. The attached Disclosure Form serves as the first of a series of reports. Updates showing any change to the original Disclosure Form shall be submitted quarterly, together with the Quarterly Reports. **If the parties are not known at this time, please type in “Parties with a financial interest not known at this time. The Contractor shall update and forward when appropriate.” If it is clearly not applicable, type in “Not Applicable.”**
2. This Disclosure Form identifies:
 - the assistance expected from other government sources in connection with the project or activity;
 - financial interest of persons in the project;
 - sources of funds to be made available for the projects; and
 - uses of the funds.
3. For purposes of this Disclosure Form, a **project** is an activity which was applied for and received \$200,000 or more. For example, under a housing rehabilitation program, individual housing rehabilitation cases are considered **projects**; under a Public Facilities Program is a program, a water system rehabilitation project is considered a **project**; under a Public Social Services program, a provider or a group of activities is considered a **project**; under the Community Economic Development Program, while a Small Business Revolving Loan Program is considered a sub-program, individual cases are considered **projects**.
4. The \$200,000 threshold refers to a single project receiving CDBG funding equal to \$200,000 or more, or receiving less than \$200,000 in CDBG funds but anticipated to receive a total of \$200,000 in combined CDBG funds and other government (federal, state, or local) funds.

Large infrastructure projects are anticipated to be covered. Individual housing rehabilitation contracts, unless anticipated to be \$200,000 or more in combined government costs, are usually not covered. Small Business Loan Program pool funds, unless an individual loan is anticipated to be at \$200,000 or more in combined costs, are usually not covered.
5. Financial interest in a project includes, but is not limited to, equity, shares in profit on resale, any distribution of surplus cash or assets, or compensation for goods and services. The parties who must disclose their financial interest in a project include:
 - all developers, contractors, consultants involved in the application for the financial assistance, or in the planning, development, or implementation of the project;
 - all others with financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower).

Such a party may be an organization (e.g., a non-profit or a for-profit consulting group), or an individual. For organizations, please note that the name of each officer, director, and principal stockholder of the entity must be included in the Disclosure Form.

\$ of Project/Activity	\$ Paid to Party	Disclosure Form Applies?
Total grant is >\$200,000 - funded for a \$200,000 project	Does not matter	Yes
Total grant is >\$200,000 - no \$200,000 project cost	=, > \$50,000 < \$50,000	Yes No
Total grant is \$200,000, no line item is \$200,000	=, > \$50,000 (total, not just CDBG)	Yes
Total grant is \$200,000, no line item is \$200,000	=, > \$20,000, < \$50,000, (total, not just CDBG)	No
Total grant is >\$200,000, no line item is \$200,000	=, > \$20,000, < \$50,000	No
Total grant is >\$200,000, no line item is \$200,000	=, > \$50,000 (total, not just CDBG)	Yes

Examples:

If an application was prepared by a consultant and contains a line item for \$200,000 or more, then the consultant is considered to be a party with financial interest in the project. (e.g.; if an application was submitted for \$800,000 and \$500,000 was awarded, and there is a line item that will result in a contract for \$200,000, the consultant who prepared the application will be considered a party with financial interest in the project).

If there is no single line item which costs at least \$200,000, but the total compensation provided to a consultant is \$50,000, the consultant will be considered a party with financial interest in the project.

If a consultant will be hired to implement a \$200,000 or larger grant program, the consultant will file this Disclosure Form.

If the entire grant is less than \$200,000 but the compensation is \$50,000 or more the consultant will file this Disclosure Form.

If the entire grant is less than \$200,000, and the compensation to the consultant is less than \$50,000, then the Chief Elected Official needs to certify that the Disclosure Form does not apply by indicating "Not Applicable" on the form.

6. Because a project's contract cost may not be known at this time, updates need to be provided to the Department. For ease in reporting, these updates need to be provided on a quarterly basis, at the same time that the Quarterly Activity Reports are filed. A form shall be forwarded to all Contractors before the end of the first quarter. This form shall be completed and signed by the Chief Elected Official and submitted with the Quarterly Report.

For any further questions, please contact your program representative at (617) 573-1400.

**EXHIBIT A: DISCLOSURE REPORT
FINANCIAL INTEREST IN PROJECT**

APPLICANT _____

DATE _____

Any applicant (city or town government, or subgrantee) to this program which will receive or expects to receive in excess of \$200,000 from funds made available by the federal Department of Housing and Urban Development (HUD), to assist a project or which is expecting to receive less than \$200,000 from HUD but is seeking or receiving other government (federal, state or local) funds to assist a project, must submit this form, and submit updates as financial interests change.

Information on this form is designed to show the level of financial interest in a project (including, but not limited to, equity, shares in profit on resale or any distribution of surplus cash or assets, or compensation for goods or services) of parties in the following categories:

- 1) All developers, contractors, or consultants involved in the application for financial assistance, or in the planning, development, or implementation of the project or activity; and
- 2) All other parties with a financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower)

A. Alphabetical list of all persons with a reportable financial interest in the project or activity	B. Social Security Number or Employee ID Number	C. Type of Participation in Project/Activity	D. Financial Interest in Project/Activity
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- A. Give the last name first (if entity, name of each officer, director, and principal stockholder) and include full address.
- B. Provide for each.
- C. This means the persons' specific role in the project (e.g. contractor, consultant, investor, etc.).
- D. Provide for each.

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of the Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosure of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete. _____

Signature _____

Date _____

**FOR MUNICIPALITIES, THE COMMUNITY'S CHIEF ELECTED OFFICIAL, AND, FOR NON-MUNICIPALITY ENTITIES,
THE CHIEF EXECUTIVE OFFICER, EXECUTIVE DIRECTOR, OR MANAGER, MUST SIGN THIS FORM.**

MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Community Development Fund 2021

Town of Montague

Attachment A III. H. 8. – Additional Special Conditions

1. Contractor will submit for the Department's approval a revised Citizen Participation Plan that provides a timeline for the Select Board's final determination of grievance. Contractor will also include language in the plan allowing for submission of written comments for public hearings.
2. Contractor will submit for the Department's approval a revised Anti-Displacement and Relocation Plan that provides a timeline for the Select Board's final determination of grievance.
3. Contractor will submit a budget amendment in the Intelligrants grant management system to move the Avenue A construction budget from activity line 6J to activity line 6B.
4. Contractor will submit for Department review budget detail describing all line items for the following public social service programs: LifePath; Brick House; and Mayflower Alliance.
5. Contractor shall certify to the Department that its Program Director and Housing Rehabilitation Specialist will consult regularly with local Weatherization Assistance Program(s) (WAP) regarding opportunities for cross-referral, cost-sharing and joint scheduling of projects. The goal is to accomplish energy efficiency and program/property owner cost savings through communication and coordination of rehabilitation and weatherization services.

MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT FY 2021

Community Development Fund 2021

CDF-2021-Montague-00010

Application Cover Sheet

Individual who prepared Grant Application: Montague

Other Participating Communities:

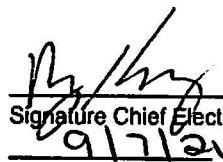
Contact Person

Name Steven Ellis
 Title Town Administrator
 Address Town Of Montague
 1 Avenue A
 Turners Falls, MA 01376
 Phone 413-863-3200
 Email townadmin@montague-ma.gov

Proposed use of CDBG Funds

1. Property / Acquisition	\$0
2. Clearance / Demolition	\$0
3. Relocation (Permanent)	\$0
4. Housing Rehabilitation	\$156,120
5. Community Economic Development	\$0
6. Public Facilities / Infrastructure	\$443,247
7. Planning	\$0
8. Public Social Services	\$97,655
9. General Administration	\$91,152
Total CDBG Grant Request	\$788,174

Authorization


 Signature Chief Elected Official (CEO)
 9/1/21
 Date

Richard Kuklewicz
 Name of Chief Elected Official
 Chairman, Selectboard
 Title

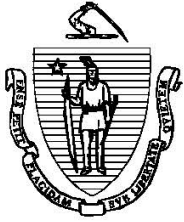
To the best of my knowledge, all information in this application is true and correct. I have read and agree to the following certifications. When applicable, the Chief Financial Officer has also read and agrees to the following certifications:

- ☒ Displacement of Non-CDBG Funds Certification
- ☒ Anti-displacement and Relocation Assistance Certification
- ☒ Chief Elected Official Certification
- ☒ Chief Financial Officer's Certification
- ☒ Program Income Certification
- ☒ Civil Rights Certification

Original Budget Summary

PROGRAM/PROJECT/ACTIVITY		CDBG FUNDS (\$)	OTHER FUNDS
1	PROPERTY ACQUISITION	\$0	\$0
2	CLEARANCE/DEMOLITION	\$0	\$0
3	RELOCATION (Permanent)	\$0	\$0
4	HOUSING REHABILITATION	\$156,120	
A	Program Delivery	\$36,120	\$0
B	Unit Development/Creation	\$0	\$0
C	Rehabilitation Loans/Grants	\$120,000	\$0
D	Other	\$0	\$0
5	COMMUNITY ECONOMIC DEVELOPMENT	\$0	
A	Program Delivery	\$0	\$0
B	Acquisition	\$0	\$0
C	Commercial Improvements (Signs/Facades)	\$0	\$0
D	Assist to For-profits (formally Sm. Business Assist.)	\$0	\$0
E	Infrastructure or Streetscape Improvements	\$0	\$0
F	Planning	\$0	\$0
M	Other	\$0	\$0
N	Mirco enterprise Assistance	\$0	\$0
6	PUBLIC FACILITIES/INFRASTRUCTURE	\$443,248	
A	Program Delivery	\$32,343	\$0
B	Streets and Sidewalks	\$0	\$0
C	Parks and Recreation	\$0	\$0
D	Neighborhood Facilities	\$0	\$0
E	Parking	\$0	\$0
F	Water	\$0	\$0
G	Sewer	\$0	\$0
H	Drainage	\$0	\$0
I	Architectural Barriers	\$0	\$0
J	Other	\$410,904	\$0
K	Design only (architectural and engineering)	\$0	\$0
7	PLANNING	\$0	
8	PUBLIC SOCIAL SERVICES	\$97,655	
A	Program Delivery	\$17,655	\$0
B	Program Costs	\$80,000	\$0
	Elder Self-sufficiency Services (\$20000), English for Speakers of Other Languages (ESOL) (\$20000), Substance Abuse Counseling (\$20000), Youth Services (\$20000)		
9	GENERAL ADMINISTRATION	\$91,152	\$0
	TOTAL PROGRAM COSTS	\$788,174	\$0

Award Amount: \$0



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

January 18, 2022

Mr. Richard Kuklewicz
Chairman, Board of Selectman
1 Avenue A
Montague, MA 01376

Dear Mr. Kuklewicz:

On behalf of Governor Charles D. Baker and Lt. Governor Karyn E. Polito, I am pleased to award the Town of Montague an FFY 2021 Community Development Fund grant in the amount of up to \$788,174 from the Massachusetts Community Development Block Grant (CDBG) Program. Congratulations on being one of the successful applicants.

This award is contingent upon the execution of a CDBG grant contract between the Department of Housing and Community Development (DHCD) and the U.S. Department of Housing and Urban Development, as well as on the Town of Montague's execution of a grant contract with DHCD and the satisfaction of its special conditions and requirements. We will send your grant contract to the contact person identified in your application. The Town of Montague may incur pre-agreement costs for administrative and other start-up costs not subject to 24CFR Part 58, Environmental Review, as of January 1, 2022.

All grantees will be provided guidance regarding grant administration and contract requirements. This will help ensure that all grantees understand their contractual and regulatory obligations before proceeding with activities for which DHCD has authorized grant funding. If you have any questions concerning this award, please contact Patricia Roushanaei, Acting Community Development Manager, Division of Community Services, at Patricia.Roushanaei@mass.gov.

Congratulations once again. I look forward to working with you to address the Town of Montague's community development needs.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer D. Maddox". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jennifer D. Maddox
Undersecretary, DHCD

cc: Please see attached list for those receiving copies of this letter

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.

AUTHORIZED SIGNATORY NAME	TITLE

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



Open Market Bid BD-22-1076-OCDDDE-OCD01-64107

[General](#) [Items](#) [Address](#) [Accounting](#) [Routing](#) [Attachments\(1\)](#) [Notes](#) [Bidders](#) [Questions](#) [Amendments](#) [Q & A](#) [Reminders\(1\)](#) [Summary](#)

Header Information

Bid Number:	BD-22-1076-OCDDDE-OCD01-64107	Description:	DHCD2022-01 CDBG Grant Application	Status:	
Purchaser:	Rocco Albano	Minor Status:			
Organization:	Department of Housing and Community Development				
Fiscal Year:	22	Department:	OCDDDEPT01 - Department of Housing and Community Development	Location:	
Show On Web:	Yes	Allow Electronic Quote:	No	Required Date:	
Bid Opening Date:	09/10/2021 11:59:00 PM	Available Date:	06/22/2021 03:00:00 PM		
Bid Type:	Open Bid	Informal Bid:	No		
Estimated Cost:	\$0.00				
Alternate ID:		Purchase Method:	Open Market	Catalog Id (for contract):	
Blanket/Contract Begin Date:		Blanket/Contract End Date:		Type Code:	
Info Contact:	mark.southard@mass.gov	Bulletin Desc:		Pre-Bid Conference:	
U N S P S C Code Certified Required:	No	Acknowledge inclusion required:	No	Hour of Acknowledge inclusion:	
Subcontractor Info:		Quote Notification:	No		
Date Last Updated:	06/22/2021 01:58:36 PM	User Last Updated:	Rocco Albano	Item Single Award Only:	
Ship-to Address:	Department of Housing and Community Development - OAF 100 Cambridge Street Suite 300 Boston, MA 02114 US Email: jennifer.mccabe@state.ma.us Phone: (617)573-1260	Bill-to Address:	Department of Housing and Community Development - OAF 100 Cambridge Street Suite 300 Boston, MA 02114 US Email: jennifer.mccabe@state.ma.us Phone: (617)573-1260	Print Format:	
Solicitation Enabled:	No	Rolling Enrollment Enabled:		Allow vendors to submit multiple / alterna	
Invoice Method:	Three Way Match	Open Enrollment Enabled:	<input type="checkbox"/>	Close Q&A For Vendor Date:	

Bidders:

Vendor Id	Vendor Name	Preferred Delivery Method	Notifications	Responded
00000046	Eliot Community Human Services, Inc.	Email	Bid Available: Emailed to procurements@eliotchs.org at 06/22/2021 03:01:09 PM	No
00000068	Collaborative for Educational Services	Email	Bid Available: Emailed to iortegabustamante@collaborative.org at 06/22/2021 03:01:09 PM	No
00000102	YWCA of Central Massachusetts	Email	Bid Available: Emailed to gmm@ywcacentralmass.org at 06/22/2021 03:01:09 PM	No
00000103	COMPREHENSIVE ENVIRONMENTAL INC.	Email	Bid Available: Emailed to shanson@ceiengineers.com at 06/22/2021 03:01:09 PM	No
00000110	The May Institute Inc.	Email	Bid Available: Emailed to cgoodrich@mayinsi	No

Current Org: [Department of Housing and Community Development](#) ⇄



Office of the Selectboard

Town of Montague

One Avenue A
Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108
FAX (413) 863-3231

7C

March 14, 2022

Ms. Kathryn McNelis
Community Development Manager
Department of Housing and Community Development
Commonwealth of Massachusetts
100 Cambridge Street – Suite 300
Boston, MA 02114

RE: FY2021 Montague
CDBG: CDF-G-2021-MONTAGUE 00931
Response to Attachment A III.H.8-Additional Special Conditions

Dear Ms. McNelis

The Town of Montague hereby certifies to the Department of Housing and Community Development that the town and its administering agency, Franklin County Regional Housing and Redevelopment Authority, will respond to the Additional Special Conditions as follows:

1. *Contractor will submit for the Department's approval a revised Citizen Participation Plan that provides a timeline for the Select Board's final determination of grievance. Contractor will also include language in the plan allowing for submission of written comments for public hearings.*
 - Please refer to enclosed updated Citizen Participation Plan.
2. *Contractor will submit for the Department's approval a revised Anti-Displacement and Relocation Plan that provides a timeline for the Select Board's final determination of grievance.*
 - Please refer to the enclosed Anti-Displacement and Relocation Plan.
3. *Contractor will submit a budget amendment in the Intelligrants grant management system to move the Avenue A construction budget from activity line 6J to activity line 6B.*
 - Please refer to enclosed copy of Budget Revision, which was uploaded into Intellegnants System.
4. *Contractor will submit for Department review budget detail describing all line items for the following public social service programs: LifePath; Brick House; and Mayflower Alliance.*
 - Please refer to enclosed copies of the detailed Budgets for the social service programs, as submitted with the original grant application.
5. *Contractor shall certify to the Department that its Program Director and Housing Rehabilitation Specialist will consult regularly with local Weatherization Assistance Program(s) (WAP) regarding opportunities for cross-referral, cost-sharing and joint scheduling of projects. The*

goal is to accomplish energy efficiency and program/property owner cost savings through communication and coordination of rehabilitation and weatherization services.

- The Town of Montague hereby certifies to the Department of Housing and Community Development that the town and its administering agency (Franklin County Regional Housing and Redevelopment Authority) Program Director and Rehabilitation Specialist will consult regularly with local Weatherization Assistance Program(s) (WAP) regarding opportunities for cross referral, cost-sharing, and scheduling of projects in order to accomplish energy efficiency and program/property owner cost savings through communication and coordination of rehabilitation and weatherization services. Please see attached Weatherization Authorization and Energy Pamphlet.

If you have any questions, please do not hesitate to contact Brian McHugh, Director of Community Development at the Franklin County Regional Housing and Redevelopment Authority, the Town of Montague's Administering Agency, at (413) 863-9781 ext. 125 or at bmchugh@frchra.org.

Sincerely,

Richard Kuklewicz
Chair Selectboard

Cc: Brian McHugh, Franklin County Regional and Redevelopment Authority
Golnaz Tabatabai, Program Representative, Department of Housing and Community Development







Rapid Recovery Plan

2021

Turners Falls
in Montague,
MA

Build Out Town Hall Annex into a Multi-Purpose Space for Media and the Arts

Category	 Tenant Mix
Location	One Avenue A, Turners Falls (Census tract: 040701)
Origin	Town of Montague Planning Department
Budget	 High (>\$200,000) in Total, approximately \$50,000 for architectural / engineering study for building improvements
Timeframe	 Short-term (< 5 years)
Risk	 Low - Building owned by the Town with project support by Selectboard; physical improvements are necessary but straight-forward; finding tenants (in addition to MCTV) for workshops should go smoothly
Key Performance Indicators	Funding obtained for physical improvements; square footage/ number of units dedicated to collaborative workspace; number of tenants secured and number of events planned in multi-purpose area
Partners & Resources	Town of Montague; Montague Community Television (MCTV); RiverCulture Financial Resources: MassDevelopment Collaborative Workspaces Grant, leverage MCTV capital funds
Diagnostic	<p>Stakeholder meetings and focus groups highlighted the lack of multi-purpose space in downtown Turners Falls for a variety of arts, culture and creative economy events/programming, as well as the lack of affordable workspaces for artists and makers.</p> <p>More specifically:</p> <ol style="list-style-type: none">1. MCTV's current studio is too small to function with social distancing and would require HVAC upgrades.2. Downtown saw a loss artist and artisan workspaces during COVID and the ensuing residential real estate boom.

Action Item

In October 2020, the Montague DPW vacated the 6,500 square foot Town Hall Annex, leaving the single-story garage structure ready for adaptive reuse. The structure is in good condition and a new roof was added in 2019. The site is in prime location in downtown Turners Falls and abuts the Canalside Bike Path and Connecticut Riverfront.

The Town intends to develop the area into a multi-purpose space for media and the arts. Montague Community Television intends to locate a studio in the largest bay. The studio will also serve as a community meeting space and small stage for performance arts rehearsals. RiverCulture will rent out the 5 smaller bays to artists as workshop space.

The specific action item is to implement required physical improvements that would bring the space up to code for an assembly/commercial type use. This includes installing a bathroom, ADA improvements, energy code upgrades, security separation from Town Hall, and doorway/entrance enhancements. The Selectboard has full control over the property and the authority to enter into lease agreements for use of the space.



Montague Town Hall Annex Source: Google Maps

Process

The Town will require an architect to develop a budget and specifications for the physical improvements. With implementation funds in hand, a general contractor will be procured to implement the buildout. MCTV and RiverCulture have already agreed in principle to be the initial occupants of the space.



Artists' Space Source: MassCulturalCouncil.org

Peskeomskut Park Bandshell Improvements

Category	 Culture/Arts
Location	Peskeomskut Park, Avenue A (Census tract: 040701)
Origin	John Ancil, owner of Fastlights
Budget	 Low – estimated to be approximately \$35,000
Timeframe	 Short-term (<5 years) - With funding, can easily be completed within one year
Risk	 Low - The needed bandshell improvements are well-understood and straight-forward to implement
Key Performance Indicators	Attendance at Pesky Park events; number of events and partners using the facility
Partners & Resources	Town of Montague, Fastlights, RiverCulture, Shea Theater Financial Resources: Private support (\$3,000 already raised), Massachusetts Cultural Facilities Fund, Cultural District Funds



A concert at the Pesky Park bandstand Source: RiverCulture

Diagnostic

- 1) Covid has demonstrated that there is strong demand for outdoor performance venues where people can comfortably distance themselves.
- 2) Open spaces are in short supply in densely developed downtowns like Turners Falls, and Pesky Park has become an even more popular gathering venue.

Action Item

Peskeomskut Park has been reactivated for community use over the last two years. In 2019, the Town moved the weekly Great Falls Farmers Market to the park and deployed the Turners Falls Summer Series with programmed concerts and movies at the bandshell. Attendance has grown and programming has improved with the interest. The new attention and use of the park has drawn attention to the shortcomings of the park which is its exposure to a busy 7th Street and adjacent strip mall parking lot. The bandshell has inappropriate flood lighting which is ineffective for evening performances, and it retains stormwater on its stage which is a safety issue for performers.

The planned improvements will allow Turners Falls to host more events, longer into the evening, and attract more quality programming to the downtown. Local creative economy partners such as the Shea Theater, Antenna Cloud Farm, Musica Franklin, the Montague Community Band, and the Great Falls Festival all utilize this community asset.



Process

Obtain funding for bandshell improvements, followed by procuring a vendor to complete the following activities on the town park:

- Install a visual/sound barrier between the bandshell and 7th Street. Currently, most patrons overlook a large parking lot. This barrier will include a 7'x30' wooden fence and landscaping;
- Replace existing, 20-year-old stage lighting with appropriate overhead stage lights; and
- Install a drainage solution on the concrete floor of the bandshell for performer safety.

MEMORANDUM OF AGREEMENT

Between

Economic Development Council of Western Massachusetts, Inc.
1441 Main Street
Springfield, MA 01103

And

Town of Montague
1 Avenue A
Turners Falls, MA 01376

For

**FY22 Regional Economic Development Organization (REDO) Project Attachment,
Multi-Purpose Space for Media and the Arts
Peskeomskut Park Bandshell Improvements**

This AGREEMENT and its associated Statement of Work (SOW) made and entered into this 16th day of March 2022 by and between The Economic Development Council of Western Massachusetts, Inc., located at 1441 Main Street, Springfield, MA 01103 hereinafter referred to as “the PARTNERSHIP,” and Town of Montague located at 1 Avenue A, Turners Falls, MA 01376 hereinafter referred to as “the MUNICIPALITY.”

WHEREAS, the PARTNERSHIP is the recipient of a FY22 Regional Economic Development Organization (REDO) grant from the Massachusetts Office of Business Development (hereinafter MOBD) and,

WHEREAS, the MUNICIPALITY submitted Two Projects Multi-Purpose Space for Media and the Arts and Peskeomskut Park Bandshell Improvements to accompany the PARTNERSHIP’s application for REDO funding in FY22 and,

WHEREAS, MOBD has indicated in a Letter of Award to the PARTNERSHIP dated January 19, 2022, that it has selected MUNICIPALITY’s Two Projects Multi-Purpose Space for Media and the Arts and Peskeomskut Park Bandshell Improvements for funding during FY22 in the amount of \$80,750.00 and,

WHEREAS, MOBD will provide the awarded grant funding directly to the PARTNERSHIP with the understanding that the PARTNERSHIP will in turn supply said funding to the MUNICIPALITY, and,

WHEREAS, the PARTNERSHIP and the MUNICIPALITY are desirous of entering into this AGREEMENT for the express purpose of setting forth clearly and accurately, a complete and detailed

statement of their respective agreements and responsibilities with respect to the Two Projects Multi-Purpose Space for Media and the Arts and Peskeomskut Park Bandshell Improvements during the term of the AGREEMENT.

NOW THEREFORE, in consideration thereof, the PARTNERSHIP and the MUNICIPALITY, operating collaboratively, herein agree to carry out the responsibilities as set forth in this AGREEMENT.

I. The PARTNERSHIP agrees to:

A. Complete such steps as are necessary to receive REDO funding from MOBD in accordance with the procedures outlined by MOBD established in the attached “Payment Terms and Conditions” document.

B. Provide project funding in the amount of \$80,750.00 to the Town of Montague over a series of four (4) payments, pending receipt of those funds from MOBD. In accordance with MOBD Payment Terms and Conditions: 50% of funds will be disbursed upon execution and approval of the signed contract and required forms; two subsequent payments (25% of project cost and 20% of project cost, respectively) upon receipt of periodic activity reports by or on March 30, 2022, and May 15, 2022; and a final payment consisting of 5% of project cost upon completion of project and submission of final project report by July 31, 2022. Payment from the PARTNERSHIP to the MUNICIPALITY shall be made by check; provided the PARTNERSHIP has received adequate funds from MOBD, checks shall be generated within two (2) business days of receipt of funds by the PARTNERSHIP from MOBD.

C. File necessary project reporting information to MOBD on a periodic basis, upon receipt of required information from the MUNICIPALITY.

D. To publicize the Two Projects Multi-Purpose Space for Media and the Arts and Peskeomskut Park Bandshell Improvements Project and related program successes, in coordination with MUNICIPALITY.

II. The MUNICIPALITY agrees to:

A. Complete the proposed Two Projects Multi-Purpose Space for Media and the Arts and Peskeomskut Park Bandshell Improvements initiative in accordance with the attached SOW, no later than June 30, 2022.

B. Provide periodic reports to the PARTNERSHIP on project activities to satisfy reporting requirements of MOBD; such information shall be provided to the PARTNERSHIP no fewer than three (3) business days in advance of MOBD reporting deadlines and is a requirement to receive payment.

C. Provide separate invoices to the PARTNERSHIP for each of the four periodic payments that together comprise the project amount of \$80,750.00.

D. Clearly identify the role of the PARTNERSHIP in securing funds in any publicity related to the Two Projects Multi-Purpose Space for Media and the Arts and Peskeomskut Park Bandshell Improvements Programs.

III. IT IS MUTIALLY agreed that:

A. Representatives of both the PARTNERSHIP and the MUNICIPALITY shall meet regularly to discuss issues of mutual concern, document progress as described in the SOW, and make any necessary adjustments to the work.

B. The PARTNERSHIP will communicate with MOBD on behalf of the MUNICIPALITY with respect to Two Projects Multi-Purpose Space for Media and the Arts and Peskeomskut Park Bandshell Improvements Programs.

C. The individuals performing work will include employees of MUNICIPALITY; these individuals will retain their association with the MUNICIPALITY and at no time shall be considered employees, affiliates, independent consultants or volunteers of the PARTNERSHIP.

The signatories on this contract attest to the fact that they have the authority to sign on behalf of their institutions subject to any qualifications stated herein.

In witness thereof, under the authority of their governing bodies, the parties hereto have set their hands and seal the day and year first written above.

APPROVED

FOR THE PARTNERSHIP

BY:



Richard Sullivan
President & CEO
The Economic Development Council of Western Massachusetts, Inc.

DATE: March 16, 2022

FOR THE MUNICIPALITY

BY:

Richard Kuklewicz
Chairman Montague Select Board
Town of Montague

DATE:



MONTAGUE PLANNING & CONSERVATION

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

To: Montague Selectboard
From: Montague Planning Board, Town Planner
Date: 3/15/22

RE: Planning Board Petition for a Zoning Bylaw Amendment relating to adoption of the Turners Falls Smart Growth Overlay District

The Planning Board is corresponding for the purpose of initiating a zoning amendment relating to the adoption of the Turners Falls Smart Growth Overlay District as presented in the attached draft bylaw and map.

The Selectboard held a public hearing on 2/14/2022 in accordance with the specific requirements of MGL Ch40R. Subsequent to that hearing, the Town Planner incorporated feedback and filed a request for determination of eligibility to the Department of Housing and Community Development (DHCD). On 3/11/2022 DHCD provided an initial statement of eligibility and provided written comments to the proposed bylaw which have been incorporated into the attached draft. At this point, the proposal is ready for the Planning Board's Public Hearing pursuant to MGL ch40A.

This zoning effort is an action item recommended in the Montague Housing Plan. Further, the Planning Board recognizes that the Town has an important role to play in making sure that there is an adequate supply of housing that is affordable at every level. The Board's objectives of the Smart Growth Overlay District are as follows:

- To encourage the revitalization of historically developed properties in downtown
- To maintain or increase the supply of Affordable dwelling units and to control the quality of their design
- To encourage the production of market rate housing within mixed income projects in downtown
- To induce housing production in appropriate locations and at appropriate densities.

Recommended Motion:

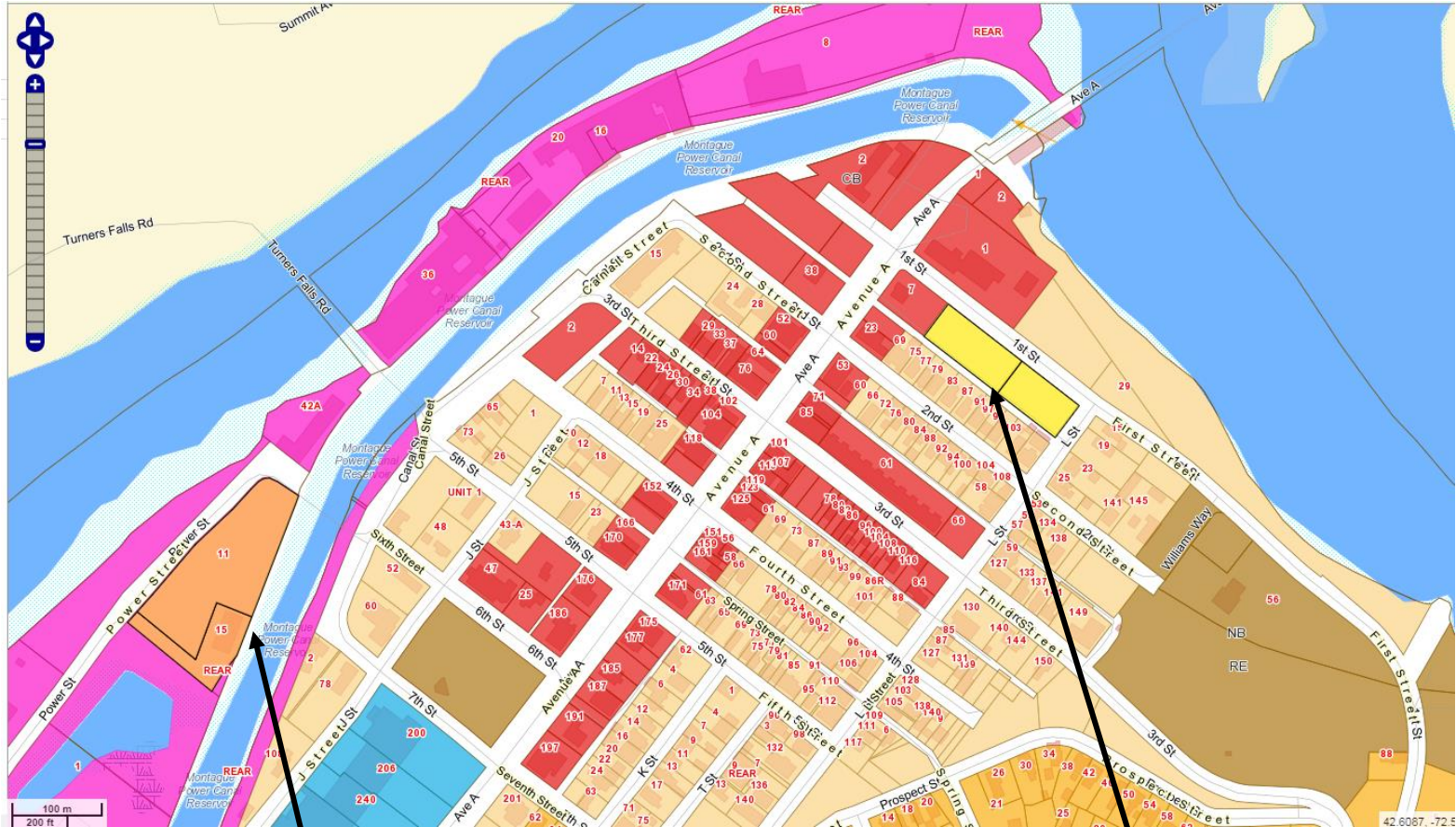
To acknowledge the Planning Board's initiation of a zoning amendment relating to the adoption of the Turners Falls Smart Growth Overlay District as presented and to refer it back to the Planning Board for a public hearing.

Respectfully Submitted,

Ron Sicard
Planning Board Chair



Town of Montague Planning Department Proposed Turners Falls Smart Growth Overlay District



Sub district A: Griswold Mill

Assessors Map 3 lots 27 and 89

2.8 Acres

Underlying zoning: Historic Industrial

Sub district B: First Street

Assessors Map 4 lots 31, and 24

1.1 Acres

Underlying Zoning: Neighborhood Business

SECTION 10: SMART GROWTH OVERLAY DISTRICTS (SGODs)

A. General Regulations that apply to all Smart Growth Overlay Districts

A.1. PURPOSE

The purposes of this Section are:

1. To establish Smart Growth Overlay Districts (SGODs) to encourage smart growth in accordance with the purposes of G. L. Chapter 40R;
2. To encourage the revitalization of historically developed properties to benefit the general health and welfare of our residents and the region;
3. To encourage the creation of new multifamily and residential developments in appropriate locations at appropriate densities; and,
4. To maintain or increase the supply of affordable dwelling units;
5. To maintain a consistently high level of design quality.

A.2. DEFINITIONS

For purposes of this Section the following definitions shall apply. All capitalized terms shall be defined in accordance with the definitions established under the Governing Laws or Section A.2.0, or as set forth in the PAA Regulations. With respect to their application to Section 10, to the extent that there is any conflict between the definitions or terms set forth in, or otherwise regulated by, the Governing Laws and those defined or used in Section 10, inclusive of any applicable Design Standards, PAA Regulations, or any other applicable associated local zoning requirement (e.g., zoning requirement contained in another section of the Zoning Bylaw that is nonetheless incorporated by reference), the terms of the Governing Laws shall govern.

Affordable Homeownership Unit - an Affordable Housing unit required to be sold to an Eligible Household.

Affordable Housing - housing that is affordable to and occupied by Eligible Households.

Affordable Housing Restriction - a deed restriction of Affordable Housing meeting the statutory requirements in G.L. Chapter 184, Section 31 and the requirements of Section A.5.5 of this Bylaw.

Affordable Rental Unit - an Affordable Housing unit required to be rented to an Eligible Household.

Applicant – the individual or entity that submits a Project application for Plan Approval.

As-of-right - a use allowed under Section 10.A.4.0 without recourse to a special permit, variance, zoning amendment, or other form of zoning relief. A Project that requires Plan Approval by the PAA pursuant to Sections 10.A.8.0 through 10.A.12.0 shall be considered an as-of-right Project, subject to review and approval by DHCD of any Municipal 40R regulations, guidelines, application forms, or other requirements applicable to review of Projects by the Plan Approval Authority under the 40R Zoning and 760 CMR 59.00.

Department or DHCD - the Massachusetts Department of Housing and Community Development, or any successor agency.

Design Standards – provisions of Section A.12 made applicable to Projects within the SGOD that are subject to the Plan Approval process.

Eligible Household - an individual or household whose annual income is less than or equal to 80 percent of the area-wide median income as determined by the United States Department of Housing and Urban Development (HUD), adjusted for household size, with income computed using HUD's rules for attribution of income to assets.

Governing Laws - G.L. Chapter 40R and 760 CMR 59.00.

Mixed-Use Development Project – a Project containing a mix of residential uses and non-residential uses, as allowed in Section 10.A.4.2, and subject to all applicable provisions of Section 10.

Monitoring Agent or Administering Agent – the PAA or a qualified housing entity designated by the PAA, pursuant to Section 10.A.5.2, to review and implement the Affordability requirements affecting Projects under Section 10.A.5.0.

PAA Regulations – the rules and regulations of the PAA adopted pursuant to Section 10.A.8.3.

Plan Approval Authority (PAA) - The local approval authority authorized under Section 10.A.8.2 to conduct the Plan Approval process for purposes of reviewing Project applications and issuing Plan Approval decisions within the SGOD.

Project - a Residential Project or Mixed-use Development Project undertaken within the SGOD in accordance with the requirements of Section 10.

Residential Project - a Project that consists solely of residential and any allowed or required parking and/or accessory uses, as further defined in Section A.4.1.

SGOD – A Smart Growth Overlay District established in accordance with Section 10.

Zoning Bylaw - the Zoning Bylaw of the Town of Montague.

A.3. APPLICABILITY OF SGODs – SCOPE AND AUTHORITY

A.3.1 Applicability of SGODs. An applicant may seek development of a Project located within the SGOD in accordance with the provisions of the Governing Laws and Section 10, including a request for Plan Approval by the PAA. In such case, notwithstanding anything to the contrary in the Zoning Bylaw, such application shall not be subject to any other provisions of the Zoning Bylaw, including limitations upon the issuance of building permits for residential uses related to a rate of development or phased growth limitation or to a local moratorium on the issuance of such permits, or to other building permit or dwelling unit limitations. To the extent that there is any conflict between the Governing Laws and Section 10, inclusive of the Design Standards, the PAA Regulations, and any otherwise applicable associated local zoning requirement (e.g., zoning requirement contained in another section of the Zoning Bylaw that is nonetheless incorporated by reference), the Governing Laws shall govern.

A.3.2 Underlying Zoning. The SGOD is an overlay district superimposed on all underlying zoning districts. The regulations for use, dimension, and all other provisions of the Zoning Bylaw governing the underlying zoning district(s) shall remain in full force, except for those Projects undergoing development pursuant to Section 10. Within the boundaries of the SGOD, an Applicant may elect either to develop a Project in accordance with the requirements of the SGOD, or to develop a project in accordance with requirements of the regulations for use, dimension, and all other provisions of the Zoning Bylaw governing the underlying zoning district(s).

A.3.3 Administration, Enforcement, and Appeals. The provisions of Section 10 shall be administered by the Building Inspector, except as otherwise provided herein. Any legal appeal arising out of a Plan Approval decision by the PAA under Sections A.8 through A.12 shall be governed by the applicable provisions of G. L. Chapter 40R. Any other request for enforcement or appeal arising under this Section shall be governed by the applicable provisions of G. L. Chapter 40A.

A.4. PERMITTED USES - GENERAL

The following uses are permitted As-of-Right for Projects within SGODs unless otherwise specified under the corresponding section of the District-specific requirements.

A.4.1 Sub-District A (Griswold Mill). The following uses are allowed:

- a) Multifamily residential uses, which may include live/work units
- b) Mixed-use Projects, incorporating multifamily residential uses and any of the following non-residential uses, where the minimum gross floor area devoted to residential uses shall be 50% of the gross floor area of the Project:
 - Offices, including medical offices.
 - Retail stores, including banks, but excluding wholesale establishments and establishments with drive-through windows.
 - General service establishments and personal service establishments, including daycares.
 - Bakeries and artisan food or beverage producers.
 - Restaurants and cafes, indoor or outdoor.
 - Hotels.
 - Community, education, or recreational uses, including museums, parks, playgrounds, health clubs and gym/fitness centers.
 - Municipal facilities.
 - Light industrial uses
- c) Accessory uses, including home occupations, and parking accessory to any of the above permitted uses

A.4.2 Sub-District B (First Street). The following uses are allowed:

- a) Single-family, two-family, three-family, or multifamily residential uses, any of which may include live/work units.
- b) Mixed-use Projects, incorporating multifamily residential uses and any of the following non-residential uses, where the minimum gross floor area devoted to residential uses shall be 50% of the gross floor area of the Project:
 - Offices, including medical offices and co-working facilities
 - Retail stores, including banks, but excluding wholesale establishments and establishments with drive-through windows.
 - General service establishments and personal service establishments.
 - Bakeries and artisan food or beverage producers.

- Restaurants and cafes, indoor or outdoor.
 - Hotels
- c) Accessory uses, including home occupations, and parking accessory to any of the above permitted uses.

The total gross floor area devoted to Non-residential uses within a Mixed-use Development Project shall not exceed 50% of the total gross floor area of the Project.

A.5. HOUSING AND HOUSING AFFORDABILITY

A.5.1 Number of Affordable Housing Units. For all Projects, not less than twenty percent (25%) of housing units constructed shall be Affordable Housing. For purposes of calculating the number of units of Affordable Housing required within a Project, any fractional unit shall be deemed to constitute a whole unit.

A.5.2 Monitoring Agent. A Monitoring Agent which may be the local housing authority or other qualified housing entity shall be designated by the PAA. In a case where the Monitoring Agent cannot adequately carry out its administrative duties, upon certification of this fact by the designating official or by DHCD such duties shall devolve to and thereafter be administered by a qualified housing entity designated by the designating official. In any event, such Monitoring Agent shall ensure the following, both prior to issuance of a Building Permit for a Project within the SGOD, and on a continuing basis thereafter, as the case may be:

1. prices of Affordable Homeownership Units are properly computed; rental amounts of Affordable Rental Units are properly computed;
2. income eligibility of households applying for Affordable Housing is properly and reliably determined;
3. the housing marketing and resident selection plan conform to all requirements, have been approved by DHCD specifically with regard to conformance with M.G.L. c.40R and 760 CMR 59.00, and are properly administered;
4. sales and rentals are made to Eligible Households chosen in accordance with the housing marketing and resident selection plan with appropriate unit size for each household being properly determined and proper preference being given; and
5. Affordable Housing Restrictions meeting the requirements of this section are approved by DHCD specifically with regard to conformance with M.G.L. c.40R and 760 CMR. 59.00, recorded with the proper registry of deeds.

A.5.3 Submission Requirements. As part of any application for Plan Approval for a Project within the SGOD submitted under Sections 10.A.8.0 through 10.A.12.0, the Applicant must submit the following documents to the PAA and the Monitoring Agent:

- 1) evidence that the Project complies with the cost and eligibility requirements of Section 10.A.5.4:
- 2) Project plans that demonstrate compliance with the requirements of Section 10.A.5.5; and
- 3) a form of Affordable Housing Restriction that satisfies the requirements of Section 10.A.5.6.

These documents in combination, to be submitted with an application for Plan Approval, shall include details about construction related to the provision, within the development, of units that are accessible to the disabled and appropriate for diverse populations, including households with children, other households, individuals, households including individuals with disabilities, and the elderly.

A.5.4 Cost and Eligibility Requirements. Affordable Housing shall comply with the following requirements:

1. Affordable Housing required to be offered for rent or sale shall be rented or sold to and occupied only by Eligible Households.
2. For an Affordable Rental Unit, the monthly rent payment, including applicable utility allowances, shall not exceed 30 percent of the maximum monthly income permissible for an Eligible Household, assuming a family size equal to the number of bedrooms in the unit plus one, unless another affordable housing program methodology for calculating rent limits, as approved by DHCD, applies.
3. For an Affordable Homeownership Unit the monthly housing payment, including mortgage principal and interest, private mortgage insurance, property taxes, condominium and/or homeowner's association fees, and insurance, shall not exceed 30 percent of the maximum monthly income permissible for an Eligible Household, assuming a family size equal to the number of bedrooms in the unit plus one, unless another affordable housing program methodology for calculating rent limits, as approved by DHCD, applies.

Prior to the granting of any Building Permit for a Project, the Applicant must demonstrate, to the satisfaction of the Monitoring Agent, that the method by which such affordable rents or affordable purchase prices are computed shall be consistent with state or federal guidelines for affordability applicable to Montague.

A.5.5 Design and Construction. Units of Affordable Housing shall be finished housing units. With respect to the minimum required number for a given Project, units of Affordable Housing shall be equitably integrated and proportionately dispersed throughout the residential portion of the Project of which they are part, across all residential buildings, floors, distinct unit types, and with respect to the gross floor area devoted to residential units, in accordance with the affordable housing restriction and marketing and tenant selection plan approved by DHCD and be comparable in initial construction quality, size, amenities, and exterior design to the other housing units in the Project. Unless expressly required otherwise under one or more applicable state or federal housing subsidy programs, the bedroom-per-unit average for the Affordable Housing must be equal to or greater than the bedroom-per-unit average for the unrestricted/market-rate units.

A.5.6 Affordable Housing Restriction. Each Project shall be subject to an Affordable Housing Restriction which is approved by DHCD pursuant to the Governing Laws and recorded with the appropriate registry of deeds or district registry of the Land Court and which contains the following:

1. specification of the term of the Affordable Housing Restriction which shall be stipulated in the Plan Approval decision but in no case be less than thirty years;
2. the name and address of the Monitoring Agent with a designation of its power to monitor and enforce the Affordable Housing Restriction;
3. a description of the Affordable Homeownership Unit(s), by address and number of bedrooms in a Project or portion of a Project which is homeownership; and a description of the overall quantity, initial unit designations and number of bedrooms and number of bedroom types of the Affordable Rental Unit(s) in a Project or portion of a Project which is rental. Such restriction shall apply individually to the specifically identified Affordable Homeownership Unit and shall apply to a percentage of rental units of a rental Project or the rental portion of a Project with the initially designated Affordable Rental Units identified in, and able to float subject to specific approval by DHCD in accordance with, the corresponding Affirmative Fair Housing Marketing Plan (AFHMP) and DHCD's AFHMP guidelines.
4. reference to an affirmative fair housing marketing and resident selection plan, to which the Affordable Housing is subject, and which includes an affirmative fair housing marketing program, including public notice and a fair resident selection process. Such plan shall be consistent with DHCD guidance and approved by DHCD. Consistent with DHCD guidance, such plan shall include a preference based on need for the

number of bedrooms in a unit and a preference based on need for the accessibility features of a unit where applicable, and may only provide for additional preferences in resident selection to the extent such preferences are also consistent with applicable law and approved by DHCD.

5. a requirement that buyers or tenants will be selected at the initial sale or initial rental and upon all subsequent sales and rentals from a list of Eligible Households compiled in accordance with the housing marketing and selection plan;
6. reference to the formula pursuant to which rent of an Affordable Rental Unit or the maximum resale price of an Affordable Homeownership Unit will be set;
7. a requirement that only an Eligible Household may reside in Affordable Housing and that notice of any lease of any Affordable Rental Unit shall be given to the Monitoring Agent;
8. provision for effective monitoring and enforcement of the terms and provisions of the Affordable Housing Restriction by the Monitoring Agent;
9. provision that the AHR on an Affordable Homeownership Unit shall run in favor of the Monitoring Agent and/or the municipality, in a form approved by municipal counsel, and shall limit initial sale and re-sale to and occupancy by an Eligible Household;
10. provision that the AHR on Affordable Rental Units in a rental Project or rental portion of a Project shall run with the rental Project or rental portion of a Project and shall run in favor of the Monitoring Agent and/or the municipality, in a form approved by municipal counsel, and shall limit rental and occupancy to an Eligible Household;
11. provision that the owner[s] or manager[s] of Affordable Rental Unit[s] shall file an annual report to the Monitoring Agent, in a form specified by that agent certifying compliance with the Affordability provisions of this Bylaw and containing such other information as may be reasonably requested in order to ensure affordability; and
12. a requirement that residents in Affordable Housing provide such information as the Monitoring Agent may reasonably request in order to ensure affordability.

A.5.7 Costs of Housing Marketing and Selection Plan. The housing marketing and selection plan or any associated Monitoring Services Agreement may make provision for payment by the Project applicant of reasonable costs to the Monitoring Agent to develop, advertise, and maintain the list of Eligible

Households and to monitor and enforce compliance with affordability requirements.

A.5.8 Age Restrictions. Nothing in Section 10 shall permit the imposition of restrictions on age upon Projects unless proposed or agreed to voluntarily by the Applicant. However, the PAA may, in its review of a submission under Section 10.A.5.3, allow a specific Project within the SGOD designated exclusively for the elderly, persons with disabilities, or for assisted living, provided that any such Project shall be in compliance with all applicable federal, state and local fair housing laws and regulations and not less than twenty-five percent (25%) of the housing units in such a restricted Project shall be restricted as Affordable Housing units.

A.5.9 Phasing. For any Project that is approved and developed in phases in accordance with Section 10.A.8.4, the percentage of Affordable units in each phase shall be at least equal to the minimum percentage of Affordable Housing required under Section 10.A.5.1. Where the percentage of Affordable Housing is not uniform across all phases, the unit dispersal and bedroom proportionality requirements under Section 10.A.5.5 shall be applied proportionately to the Affordable Housing provided for in each respective phase.

A.5.10 No Waiver. Notwithstanding anything to the contrary herein, the Affordability provisions in Section 10.A.5.0 shall not be waived unless expressly approved in writing by DHCD.

A.6. DIMENSIONAL AND DENSITY REQUIREMENTS - GENERAL

A.6.1 Residential Density. Multifamily Residential (four or more dwelling units) and Mixed Use Development Projects in a SGOD, and in any Sub-District, may be developed as-of-right at a minimum density of 20 dwelling units per acre of Developable Land. Two-family and three-family residential Projects may be developed as-of-right in Sub-District B at a minimum density of 12 dwelling units per acre of Developable Land. Single-family residential use Projects may be developed as-of-right in Sub-District B at a minimum density of 8 dwelling units per acre of Developable Land.

A.6.2 Lot Area, Frontage, and Yard Setbacks

Each Project shall have:

Minimum Project area:	4,000 square feet
Minimum length of frontage:	30 feet
Minimum front yard setback:	0 feet
Maximum front yard setback:	no maximum setback
Minimum side yard setback:	no requirement between buildings within a Project;

Minimum rear yard setback:	10 feet between any Project building and the boundary of the applicable Sub-District no requirement between buildings within a Project; 10 feet between any Project building and the boundary of the applicable Sub-District
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For the purposes of this subsection, frontage and front yard setbacks shall be determined with respect to public and private streets, as well as to private ways providing similar access.

Access: Individual buildings or parcels within a Project site shall have coordinated street access. There shall be not more than one driveway (curb cut) per 50 feet of frontage.

A 6.3 Open Space: A minimum of 20 percent of the total Project area shall be open space. For the purpose of this subsection, “open space” shall be defined as yards, playgrounds, walkways and other areas not covered by parking and driveways; such open space need not be accessible to the public. This minimum percentage may be reduced by the PAA through the Plan Approval process only if the Project provides for direct access or enjoyment of the Connecticut River.

A6.4. Building Height, maximum:

Subdistrict A: 60 feet
Subdistrict B: 40 feet

A.7. PARKING REQUIREMENTS - GENERAL

The parking requirements applicable for Projects within the SGOD are as follows.

A.7.1 Number of parking spaces. Unless otherwise found to be Unduly Restrictive with respect to Project feasibility and approved by the PAA, the following minimum and maximum numbers of off-street parking spaces shall be provided and allowed, respectively, by use, either in surface parking, within garages or other structures, or on-street:

Residential Project: Minimum One parking space per residential unit, maximum 2 parking spaces per residential unit.

Mixed-use Project: Same formula for residential units plus the applicable quantity computed per Section 7.2.2 for non-residential uses

The PAA may allow for additional visitor parking spaces beyond the 1.5 maximum spaces per unit if deemed appropriate given the design, layout and density of the proposed residential or other development. The PAA may allow for a decrease in any required parking as provided in Sections A.7.2 and A.7.3 below.

A.7.2 Shared Parking. Notwithstanding anything to the contrary herein, the use of shared parking to fulfill parking demands noted above that occur at different times of day is strongly encouraged. Minimum parking requirements above may be reduced by the PAA through the Plan Approval process, if the Applicant can demonstrate that shared spaces will meet parking demands by using accepted methodologies (e.g. the Urban Land Institute Shared Parking Report, ITE Shared Parking Guidelines, or other approved studies) or the PAA is otherwise satisfied that the reduced parking is nonetheless sufficient and consistent with smart growth practices.

A.7.3 Reduction in parking requirements. Notwithstanding anything to the contrary herein, any minimum required amount of parking may be reduced by the PAA through the Plan Approval process, if the Applicant can demonstrate that the lesser amount of parking will not cause excessive congestion, endanger public safety, or that lesser amount of parking will provide positive environmental or other benefits, taking into consideration:

- a) the availability of surplus off-street parking in the vicinity of the use being served and/or the proximity of a bus stop or transit station;
- b) the availability of public or commercial parking facilities in the vicinity of the use being served;
- c) shared use of off-street parking spaces serving other uses having peak user demands at different times;
- d) To the extent consistent with 760 CMR 59.04(1)(g) and 760 CMR 59.04(1)(i)1., age or other occupancy restrictions which are likely to result in a lower level of auto usage;
- e) impact of the parking requirement on the physical environment of the affected lot or the adjacent lots including reduction in green space, destruction of significant existing trees and other vegetation, destruction of existing dwelling units, or loss of pedestrian amenities along public ways; and
- f) Any applicable transportation demand management strategies that will be integrated into the Project or such other factors as may be considered by the PAA.

A.7.4 Location of Parking. Any surface parking lot shall, to the maximum

extent feasible, be located at the rear or, where such location is deemed infeasible or inferior by the PAA, the side of a building, relative to any principal street, public open space, or pedestrian way.

A.8. PLAN APPROVAL OF PROJECTS: GENERAL PROVISIONS

A.8.1 Plan Approval. An application for Plan Approval shall be reviewed by the PAA for consistency with the purpose and intent of Sections 10.A.8.0 through 10.A.12.0. Such Plan Approval process shall be construed as an As-of-Right review and approval process as required by and in accordance with the Governing Laws. The following categories of Projects shall be subject to the Plan Approval process:

- a) Any Residential Project containing at least 13 residential units;
- b) Any Mixed-use Development Project;
- [c) any Project consisting solely of non-residential uses; and
- d) Any Project seeking a waiver.

A.8.2 Plan Approval Authority (PAA). The Montague Planning Board consistent with G.L. Chapter 40R and 760 CMR 59.00, shall be the Plan Approval Authority (the “PAA”), and it is authorized to conduct the Plan Approval process for purposes of reviewing Project applications and issuing Plan Approval decisions within the SGOD.

A.8.3 PAA Regulations. The Plan Approval Authority may adopt administrative rules and regulations relative to Plan Approval. Such rules and regulations and any amendments thereof must be approved by the Department of Housing and Community Development.

A.8.4 Project Phasing. An Applicant may propose, in a Plan Approval submission, that a Project be developed in phases, provided that the submission shows the full buildout of the Project and all associated impacts as of the completion of the final phase, and subject to the approval of the PAA. Any phased Project shall comply with the provisions of Section 10.5.9.

A.9. PLAN APPROVAL PROCEDURES

A.9.1 Preapplication. Prior to the submittal of a Plan Approval submission, a “Concept Plan” may be submitted to help guide the development of the definitive submission for Project buildout and individual elements thereof. Such Concept Plan should reflect the following:

- 1. Overall building envelope areas;

2. Open space and natural resource areas; and
3. General site improvements, groupings of buildings, and proposed land uses.

The Concept Plan is intended to be used as a tool for both the Applicant and the PAA to ensure that the proposed Project design will be consistent with the Design Standards and other requirements of the SGOD.

A.9.2 Required Submittals. An application for Plan Approval shall be submitted to the PAA on the form provided by the PAA and approved by DHCD, along with application fee(s) which shall be as set forth in the PAA Regulations. The application shall be accompanied by such plans and documents as may be required and set forth in the PAA Regulations. For all Projects, the application shall be accompanied by all materials required under Section 10.A.5.3. All site plans shall be prepared by a certified architect, landscape architect, and/or a civil engineer registered in the Commonwealth of Massachusetts. All landscape plans shall be prepared by a certified landscape architect registered in the Commonwealth of Massachusetts. All building elevations shall be prepared by a certified architect registered in the Commonwealth of Massachusetts. All plans shall be signed and stamped, and drawings prepared at a scale of [one inch equals forty feet (1"=40') or larger], or at a scale as approved in advance by the PAA.

A.9.3 Filing. An Applicant for Plan Approval shall file the required number of copies of the application form and the other required submittals as set forth in the PAA Regulations with the Montague Clerk and a copy of the application including the date of filing certified by the Montague Clerk shall be filed forthwith with the PAA.

A.9.4 Circulation to Other Boards. Upon receipt of the application, the PAA shall immediately provide a copy of the application materials to the Select Board, Board of Appeals, Board of Health, Conservation Commission, Fire Department, Police Department, Building Department, Department of Public Works, the Monitoring Agent (if already identified, for any Project subject to the Affordability requirements of Section 10.A.5.0), and other municipal officers, agencies or boards for comment, and any such board, agency or officer shall provide any written comments within 60 days of its receipt of a copy of the plan and application for approval.

A.9.5 Hearing. The PAA shall hold a public hearing for which notice has been given as provided in Section 11 of G.L. Chapter 40A. The decision of the PAA shall be made, and a written notice of the decision filed with the Town Clerk, within 120 days of the receipt of the application by the Town Clerk. The required time limits for such action may be extended by written agreement between the Applicant and the PAA, with a copy of such agreement being filed in the office

of the Town Clerk. Failure of the PAA to take action within said 120 days or extended time, if applicable, shall be deemed to be an approval of the Plan Approval application.

A.9.6 Peer Review. The Applicant shall be required to pay for reasonable consulting fees to provide peer review of the Plan Approval application, pursuant to G.L. Chapter 40R, Section 11(a). Such fees shall be held by the Town in a separate account and used only for expenses associated with the review of the application by outside consultants, including, but not limited to, attorneys, engineers, urban designers, housing consultants, planners, and others. Any surplus remaining after the completion of such review, including any interest accrued, shall be returned to the Applicant forthwith.

A.10. PLAN APPROVAL DECISIONS

A.10.1 Plan Approval. Plan Approval shall be granted where the PAA finds that:

1. the Applicant has submitted the required fees and information as set forth in the PAA Regulations; and
2. the Project as described in the application meets all of the requirements and standards set forth in Section 10 and the PAA Regulations, or a waiver has been granted therefrom; and
3. any extraordinary adverse potential impacts of the Project on nearby properties have been adequately mitigated.

For all Projects, compliance with condition (2) above shall include written confirmation by the Monitoring Agent that all requirements of Section 10.A.5.0 have been satisfied. Any Plan Approval decision for a Project shall specify the term of such affordability, which shall be no less than thirty years. The PAA may attach conditions to the Plan Approval decision that are necessary to ensure substantial compliance with Section 10, or to mitigate any extraordinary adverse potential impacts of the Project on nearby properties.

A.10.2 Plan Disapproval. A Plan Approval application may be disapproved only where the PAA finds that:

1. the Applicant has not submitted the required fees and information as set forth in the Regulations; or
2. the Project as described in the application does not meet all of the requirements and standards set forth in Section 10 and the PAA Regulations, or that a requested waiver therefrom has not been granted; or
3. it is not possible to adequately mitigate extraordinary adverse Project

impacts on nearby properties by means of suitable conditions.

A.10.3 Waivers. Upon the request of the Applicant and subject to compliance with the Governing Laws and Section 10.A.5.10, the Plan Approval Authority may waive dimensional and other requirements of Section 10, including the Design Standards, in the interests of design flexibility and overall project quality, and upon a finding of consistency of such variation with the overall purpose and objectives of the SGOD, or if it finds that such waiver will allow the Project to achieve the density, affordability, mix of uses, and/or physical character allowable under Section 10.

A.10.4 Project Phasing. The PAA, as a condition of any Plan Approval, may allow a Project to be phased at the request of the Applicant, or it may require a Project to be phased for the purpose of coordinating its development with the construction of Planned Infrastructure Improvements (as that term is defined under 760 CMR 59.00), or to mitigate any extraordinary adverse Project impacts on nearby properties. For Projects that are approved and developed in phases, unless otherwise explicitly approved in writing by the Department in relation to the specific Project, the proportion of Affordable units in each phase shall be at least equal to the minimum percentage of Affordable Housing required under Section 10.A.5.1.

A.10.5 Form of Decision. The PAA shall issue to the Applicant a copy of its decision containing the name and address of the owner, identifying the land affected, and the plans that were the subject of the decision, and certifying that a copy of the decision has been filed with the Town Clerk and that all plans referred to in the decision are on file with the PAA. If twenty (20) days have elapsed after the decision has been filed in the office of the Town Clerk without an appeal having been filed or if such appeal, having been filed, is dismissed or denied, the Town Clerk shall so certify on a copy of the decision. If a plan is approved by reason of the failure of the PAA to timely act, the Town Clerk shall make such certification on a copy of the application. A copy of the decision or application bearing such certification shall be recorded in the registry of deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or recorded and noted on the owner's certificate of title. The fee for recording or registering shall be paid by the Applicant.

A.10.6 Validity of Decision. A Plan Approval shall remain valid and shall run with the land indefinitely, provided that construction has commenced within two years after the decision is issued, which time shall be extended by the time required to adjudicate any appeal from such approval and which time shall also be extended if the Project proponent is actively pursuing other required permits for the Project or there is other good cause for the failure to commence

construction, or as may be provided in a Plan Approval for a multi-phase Project.

A.11. CHANGE IN PLANS AFTER APPROVAL BY PAA

A.11.1 Minor Change. After Plan Approval, an Applicant may apply to make minor changes in a Project involving minor utility or building orientation adjustments, or minor adjustments to parking or other site details that do not affect the overall buildout or building envelope of the site, or provision of open space, number of housing units, or housing need or affordability features. Such minor changes must be submitted to the PAA on redlined prints of the approved plan, reflecting the proposed change, and on application forms provided by the PAA. The PAA may authorize such changes at any regularly scheduled meeting, without the need to hold a public hearing. The PAA shall set forth any decision to approve or deny such minor change by motion and written decision and provide a copy to the Applicant for filing with the Town Clerk.

A.11.2 Major Change. Those changes deemed by the PAA to constitute a major change in a Project because of the nature of the change in relation to the prior approved plan, or because such change cannot be appropriately characterized as a minor change as described above, shall be processed by the PAA as a new application for Plan Approval pursuant to Sections 10.A.8.0 - through 10.A.12.0.

A.12. DESIGN STANDARDS - GENERAL

A.12.1. Design Standards. The Plan Approval Authority may adopt, by simple majority vote, Design Standards which shall be applicable to Development Projects subject to Plan Approval by the Plan Approval Authority. Such Design Standards must be objective and not subjective and may only address the scale and proportions of buildings, the alignment, width, and grade of streets and sidewalks, the type and location of infrastructure, the location of building and garage entrances, off street parking, the protection of significant natural site features, the location and design of on-site open spaces, exterior signs, and buffering in relation to adjacent properties. DHCD may, at its discretion, may require Design Standards to contain graphics illustrating a particular standard or definition in order to make such standard or definition clear and understandable.

A.12.2. DHCD Approval. After adopting Design Standards, the PAA shall submit Design Standards to DHCD for approval. Design Standards shall not take effect until approved by DHCD and filed with the Town Clerk. In submitting proposed Design Standard for DHCD approval, the PAA shall also submit sufficient documentation clearly showing that the proposed Design Standards will not add unreasonable costs to Development Projects or unreasonably impair the economic feasibility of a Development Project. A letter from a developer, property owner or other interested party indicating that the Design Standards will

not add unreasonable costs or unreasonably impair the economic feasibility of a Development Project shall not constitute sufficient documentation. At its discretion, DHCD may disapprove Design Standards if it finds that the PAA has not adopted objective Design Standards or has not submitted such documentation.

A.12.3. Plan Approval. An application for Plan Approval that has been submitted to the Town Clerk pursuant to this Section [x] shall not be subject to Design Standards that have not been approved by DHCD and filed with the Town Clerk

A.13. SEVERABILITY.

If any provision of Section 10 is found to be invalid by a court of competent jurisdiction, the remainder of Section 10 shall not be affected but shall remain in full force. The invalidity of any provision of Section 10 shall not affect the validity of the remainder of the Montague Zoning Bylaws.

SECTION 6. OVERLAY DISTRICTS

6.4. Smart Growth Overlay District

6.4.1 Establishment. The Smart Growth Overlay District, herein referred to as the “SGOD,” is an overlay district having a land area of approximately 4 acres in size that is superimposed over the underlying zoning district(s) and is shown on the Zoning Map as set forth on the map entitled “Smart Growth Overlay District, dated ___, prepared by ___.” This map is hereby made a part of the Zoning Bylaw and is on file in the Office of the Town Clerk.

6.4.2 Subdistricts. The SGOD contains the following Sub-Districts:
Sub-District A: Griswold Mill comprising approximately 3.02 acres and;
Sub-District B: First Street comprising approximately 1.16 acres..

From: Sally Pick MEC <SJPMEC@crocker.com>
Sent: Thursday, February 10, 2022 12:46 PM
To: WendyB-Montague Selectboard
Cc: Bob Rueter ; Jeff Clark
Subject: Information for BOS on Green Future Act

Hi Wendy,

Attached are some additional documents on the Green Future Act, sent to me by Jeff Clark, who attended the Jan. 31st select board meeting as a resource person on the bill.

Jeff also received the following answers from [Climate XChange](#) researchers to two questions raised at the meeting on how the Town of Montague could benefit from passage of this bill and estimated costs/benefits to residents in our town:

1. What is the estimated amount of money that a town like Montague would receive from '23 to '30? Is there an approximate range for small towns?
 - Though the carbon price would be set by the Governor, based on its population and its EJ population Montague would receive roughly \$2.7 million between 2023 and 2030.
2. What is the estimated increase in fuel costs (or a range), and/or how does it compare to previous legislation from Rep. Benson and Sen. Barrett? The bill is intended to fund the local and state programs, not to significantly increase energy costs.
 - Increases could vary a lot based on people's specific circumstances, but for those in the top 60% of households, the bill could increase utility bills by around \$20 a month.
 - It's worth noting, that since Montague's median household income is noticeably below the state average, more than 40% of the town's population will qualify for rebate checks **which would eliminate that increase. For residents in the bottom 40% of household income, the rebate would be a net gain for those households.**

Please forward this information to the select board and let Matt Lord know that Jeff has offered to communicate with him directly to address questions and concerns about the bill prior to the next select board meeting when the bill is discussed again

Could we get onto the select board agenda for about 20 minutes on Thursday, March 7th or 21st? The MA has extended the deadline for voting this bill and some others out of committee to May 2nd, so there's plenty of time for the Town to endorse the bill, if it decides to do so.

Thanks and well wishes,

Sally
 Sally Pick
 Montague Energy Committee

GREEN FUTURE ACT — HD.1972

An Act Achieving a Green Future with Infrastructure & Workforce Investments

Sponsor: Representative Bill Driscoll Jr

Massachusetts does not have the funding it needs to meet its climate goals set by the Next Generation Roadmap bill (S.9) and Governor Baker's 2030 Clean Energy & Climate Plan (CECP). Without the Green Future Act's clear plan to sustainably and equitably raise green money, our state risks being forced to adopt regressive taxes and miss the opportunity to create local jobs.

Raises funds from



Eliminating the
polluter fee loophole



21st century
green bonding

Invests in



Green
infrastructure



Local aid for
cities & towns



Workforce
development



Household
dividends



Creates 80,000
jobs in Massachusetts



Invests \$10 billion in
the green economy



Reduces emissions to
achieve net-zero by 2050

Unlocks \$10 Billion by 2030

Closes the State's Polluter Loophole

Eliminates the pollution fee loophole used by out-of-state fossil fuel importers, and raises \$500–750 million per year. Today, 87% of carbon pollution is emitted freely by fossil fuel polluters, who do not pay for the damage they cause to public health and the environment. This bill will close the gap to 42% by 2023, and 7% by 2025.

21st Century Green Bonding

Establishes a \$500 million green bonding program as part of the state's annual capital budget process, giving Massachusetts access to sensible funding to invest in its green future.

Invests in Massachusetts

State-Wide Green Infrastructure

Establishes the Green Infrastructure Fund (GIF), investing billions of dollars in projects like electrifying transportation, increasing renewable energy, and creating consumer heating efficiency rebates.

Local Aid for Cities & Towns

Directs significant aid to all cities and towns, funding critical local green infrastructure that lowers emissions and prepares communities for climate change impacts.

Green Workforce Development

Establishes the Green Workforce Commission to guide training and development of a 21st century clean energy and green workforce. Sets aside \$10 million to support displaced fossil fuel workers and their families.

Household Dividends for Vulnerable Residents

Provides direct cash payments ("Green Household Dividends") to lower income households, protecting the state's most vulnerable residents from short-term increases in utility costs as the global economy shifts away from fossil fuels.

Benefits Massachusetts Residents

Creates Well-Paying, Local Jobs

By 2030, creates 80,000 green jobs in Massachusetts, with major infrastructure spending covered by Project Labor Agreements (PLAs) and prevailing wage laws.

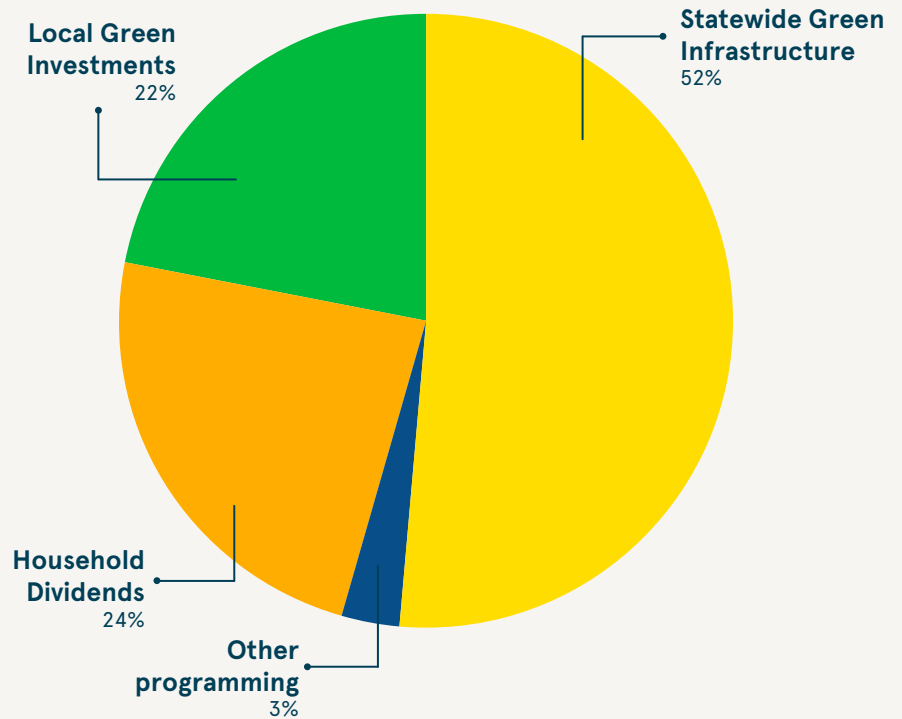
Invests in Environmental Justice & Frontline Communities

60% of all green infrastructure spending must benefit environmental justice neighborhoods across the state. Additionally, this bill promotes new models for community governance and decision making.

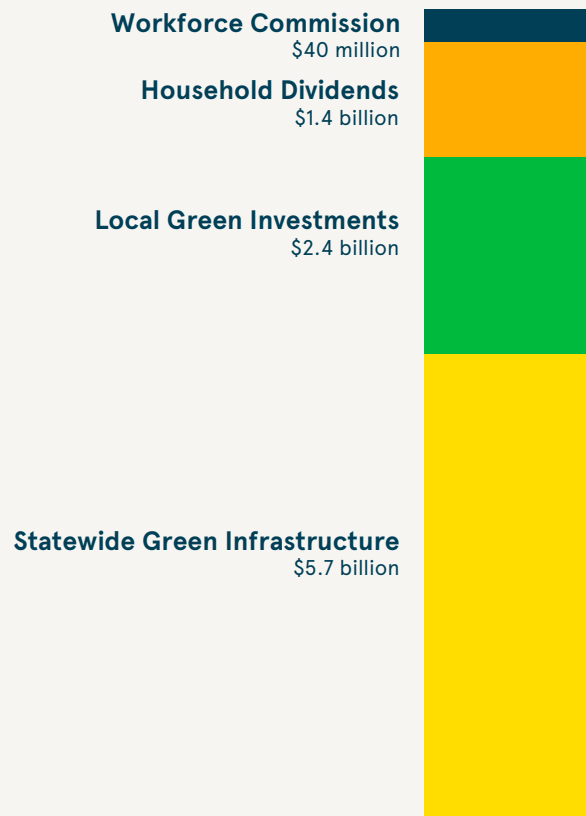
Fights Pollution & the Climate Crisis

Cuts local air pollution, which kills 7,600 a year in Massachusetts, and reduces greenhouse gas emissions so that Massachusetts can achieve its existing legal requirement to have net zero carbon emission by 2050.

Annual Spending Breakdown Green Future Act



Total Projected Revenue from Green Future Act by Program (2023-2030)



**GREEN
FUTURE** **NOW!**

This legislation is supported by the **Green Future Now** campaign.

It was crafted with input from **49 leading Massachusetts organizations and community groups**, including environmental justice organizers, climate advocates, economists, small businesses, grassroots activists, regional planners, municipal leaders, climate resiliency experts, and conservationists.

Learn more at GreenFutureNowMA.org

An Analysis of the Job Creation and Community Benefits of the Green Future Act

**An analysis of Massachusetts Bill
H.3292, *An Act achieving a green future
with infrastructure and workforce
investments*, filed by Representative
William Driscoll Jr., 2021**

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REPORT DESIGN

Amanda (Griffiths) Pontillo

Summary Of Findings

Through 2030, the *Green Future Act*:

- Raises \$8.8 billion for green investments in state infrastructure, local aid, and workforce development.
- Invests a minimum of \$5.3 billion in projects that take place in and directly benefit environmental justice populations.
- Generates 83,700 net new jobs in Massachusetts.
- Creates at least \$17.7 billion in additional community benefits for Massachusetts due to reduced air pollution, traffic congestion, fuel costs, and public safety.

Design Of H.3292

Known as the *Green Future Act*, Massachusetts House Bill 3292 establishes a series of programs that invest in climate-friendly, green infrastructure in municipalities and environmental justice communities throughout the state. The bill intends to complement the *Next-Generation Roadmap Act* (S.9), signed into law in March 2021, by providing funding for Massachusetts to meet increased emissions reduction goals for 2050.

The majority of investments in the *Green Future Act* are allocated to projects that reduce greenhouse gas emissions by electrifying the heating and transportation sectors, while continuing to decarbonize the electricity sector. Money flows through a Green Infrastructure Fund overseen jointly by administration officials, legislative representatives, and other stakeholders.

Funding for the *Green Future Act* comes from two sources, both explicitly outlined in the legislation.

The first source of revenue is the expansion of carbon pollution pricing in Massachusetts. The state currently has a carbon pollution price on fossil fuels for the electricity sector through the Regional Greenhouse Gas Initiative (RGGI). H.3292 requires the Governor to expand the Commonwealth's use of carbon pollution pricing to cover the transportation and building heating sectors by 2023, and the industrial sector by 2025.

The administration is allowed to fulfill the transportation pollution pricing requirements of H.3292 with the Transportation and Climate Initiative Program (TCI-P), should that program launch in 2023 as expected. The *Green Future Act* requires that the price of pollution, across all sectors, is set to meet the Commonwealth's greenhouse gas emissions reduction goals.

The second source of revenue is an optional green bonding program, which fast-tracks funding for green investments approved by the legislature and governor. Together, both branches can jointly authorize up to \$500 million annually in capital for climate-friendly infrastructure projects. These bonds are designed to be exempt from the state's annual bonding cap, preventing the governor from blocking distribution of authorized funds, as is the case with most bond funding approved by the Massachusetts legislature.

Among the key features of the bill is a requirement that no less than 60 percent of infrastructure funding benefit environmental justice (EJ) populations, as defined in the 2021 climate law (S.9).¹ The bill also dedicates a significant proportion of aid to cities and towns in Massachusetts, which is distributed to all municipalities through an annual funding formula. Local aid distributed to municipalities must be spent on 'green infrastructure,' which includes mitigation and adaptation projects, but otherwise communities are largely free to choose how the money is spent.

Another *Green Future Act* program provides regular payments, known as household green dividends, to low- and moderate-income households. As the global economy moves away from fossil fuels, this type of assistance is intended to help those with low, moderate, and fixed incomes offset any potential increase to the cost of heating or cooling their homes. The bill also includes dedicated annual funding to green workforce development and funds a new rapid response program, which provides salary-replacement to displaced fossil fuel workers.

Similar legislation, Senate Bill 2133 filed by Senator Michael Barrett, expands the use of pollution pricing and creates administrative structures for spending revenue on similar green investments and a households dividend program.

¹ | "Environmental Justice Populations in Massachusetts," <https://www.mass.gov/info-details/environmental-justice-populations-in-massachusetts>

Revenues For Investment

The primary revenue sources and investment expenditures for H.3292 would remain in effect through at least 2050. This paper examines the initial seven years of the *Green Future* Act from 2023 to 2030, to best align with the Commonwealth's current goal of a 50 percent reduction in greenhouse gas emissions by 2030. The specific price set for carbon pollution and additional policies required to hit emissions reduction targets beyond 2030 will require further analysis.

TABLE 1: *Green Future* Act Revenue and Expenditures

Description	Average Annual	2023–2030
Revenue Raised	\$1.2 billion	\$9.6 billion
Pollution Pricing Revenue	\$700 million	\$5.6 billion
Green Bonding Revenue	\$500 million	\$4 billion
Expenditures	\$1.2 billion	\$9.6 billion
Household Dividends	\$90 million	\$730 million
Green Investments (statewide and local)	\$1.1 billion	\$8.8 billion
Workforce Development	\$5 million	\$40 million

HOUSEHOLD DIVIDENDS

**\$90 MILLION ANNUALLY,
\$730 MILLION THROUGH 2030**

The bill dictates that low- and moderate-income households, which are defined as the 40 percent lowest-income households in the state, must be held financially harmless from H.3292. Up to 50 percent of revenue from the bill may be used towards this purpose with more available following legislative approval.

Despite the availability of funds, we find that protecting low- and moderate-income households requires as little as \$90 million per year to entirely counteract the financial impacts of H.3292. This is because if pollution prices are passed on to consumers, the majority are passed out-of-state and the highest income individuals in quintiles four and five, who can withstand the minor financial impacts of an expanded pollution pricing program in Massachusetts.

This leaves as much as \$8.8 billion for investments in green infrastructure, local aid, and workforce development.

STATE AND LOCAL INVESTMENTS

**\$1.2 BILLION ANNUALLY,
\$8.8 BILLION THROUGH 2030**

H.3292 distributes a majority of investment revenue between two areas. Through 2030, approximately \$6.4 billion is directed to statewide green investments, and \$2.2 billion is distributed to municipalities for local green investments. An additional portion (\$5 million annually) is dedicated to workforce development.

The bill requires that at least 60 percent of revenue dedicated to statewide green investment dollars must fund projects that directly take place in, and meaningfully benefit, EJ communities in Massachusetts.² This amounts to \$3.9 billion in new green investments in EJ communities through 2030.

For local green investments, the bill uses a population-weighted algorithm to allocate local aid to municipalities, with increased funding for jurisdictions that contain EJ populations. Out of \$2.2 billion in local green investments, we find that H.3292 directs a minimum of \$1.4 billion to meaningfully benefit EJ populations.

In total, H.3292 requires \$5.3 billion out of \$8.8 billion (60 percent) in total green investment to take place within and directly benefit EJ populations, contingent on the inclusiveness and meaningful representation of EJ populations in the bill's implementation.

An additional \$5 million per year is dedicated to clean workforce development, amounting to \$40 million in new funding through 2030.

**Through 2030,
approximately \$6.4
billion is directed
to statewide green
investments, and \$2.2
billion is distributed
to municipalities
for local green
investments.**

**H.3292 requires \$5.3
billion out of \$8.8
billion (60 percent)
in total green
investment to take
place within and
directly benefit EJ
populations**

² | Environmental justice communities are legally defined under Massachusetts law, as recently updated by S.9: An Act Creating a Next-Generation Roadmap for Massachusetts Climate Policy.

Impacts On Job Creation

A 2021 Climate XChange report, *Investing in a Better Massachusetts: An Analysis of Job Creation and Community Benefits*, models the job creation potential of a 2030-aligned portfolio of 18 public investment programs in Massachusetts using IMPLAN economic software.³ These investments span the following programs:

- Light and Commuter Rail
 - Clean Vehicles
 - Low Carbon Buses
 - Transit-Oriented Development
 - Active Mobility
 - Ferry Expansion and Electrification
 - East-West Rail
- Energy Efficiency and Building Retrofits
 - Residential Solar
 - Offshore Wind
 - Battery Storage
 - Transmission Infrastructure Upgrades
 - Community Microgrids
 - Broadband Connectivity
- Clean Water Infrastructure
 - Urban Greening
 - Aquatic Ecosystem Restoration
 - Sustainable Agriculture

This paper assumes that investments made with revenue allocated to the statewide and local green investments funds align with programs in the Green Investment Portfolio.⁴ Assuming that green investments from H.3292 align with the Green Investment Portfolio, we find that **the bill will create 83,700 new jobs in Massachusetts from investments made with revenue raised through 2030.**

This job creation is driven by labor-intensive green investments, generally supporting businesses that spend a greater share of revenue on compensating employees. These same labor-intensive businesses are also more likely to spend capital locally, rather than sending money out of state. As a result, *Green Future Act* investments support more local economic activity, spending power, and employment per dollar than the state average.

JOB CREATION FROM INVESTMENTS

Two thirds of new jobs created by H. 3292 are created in the near-term from direct investments into climate-related infrastructure through 2030. New labor opportunities span many different industries, with particularly strong job creation in construction, architecture and engineering services, real estate, and other technical fields.

Another third of jobs created by H.3292 are due to the increased spending power of households, businesses, and institutions in the Commonwealth. Both statewide and local green investments create long-term energy savings, which reduces state reliance on imported fossil fuel energy. This avoids sending money to out-of-state energy producers in favor of local spending. The spending power of low- and moderate-income households additionally rises due to payments received through the Household Dividend Fund.

Despite overwhelming gains in job creation, H.3292 will result in some job displacement and losses through 2030, primarily in the fossil fuel industry. However, we find that Massachusetts will lose significantly fewer jobs due to financial impacts of the *Green Future Act* than the state will gain from climate investments and reduced reliance on fossil fuels. The investments funded by *Green Future Act* revenue will have positive impacts on the Commonwealth's job market, creating nearly 84,000 jobs in well-paying, cleaner industries.

3 | Wincele, Ruby and Jonah Kurman-Faber, "Investing in a Better Massachusetts: An Analysis of Job Creation and Community Benefits" May 2021, <https://climate-xchange.org/2021/05/24/new-climate-xchange-report-investing-in-a-better-massachusetts/>

4 | For more information on the Green Investment Portfolio, see the Technical Appendix to *Investing in a Better Massachusetts*. <https://climate-xchange.org/wp-content/uploads/2018/08/Technical-Appendix-Investing-in-a-Better-Massachusetts.pdf>

Health & Community Benefits

In addition to job creation, Investing in a Better Massachusetts: An Analysis of Job Creation and Community Benefits measures the social, economic, and climate benefits of the Green Investment Portfolio. Following the assumption that state and local green investments align with the Green Investment Portfolio,⁵ this paper measures benefits from H.3292 using the investment portfolio's estimated benefits.

H.3292 would unlock at least \$17.7 billion in community benefits from state and local climate investments funded by revenue raised through 2030. These benefits include consumer and business savings on utilities, reduced traffic congestion, public health benefits from cleaner air, increased physical activity, and safer transportation systems.

TABLE 2: Community Benefits from *Green Future Act* Investments

Measured Benefits	Description	Annual Average	2023-2030
Energy Cost Savings	The gasoline, diesel, and natural gas costs avoided by reducing energy use or switching away from fossil fuel sources	\$830 million	\$6.6 billion
Congestion time savings	The travel time savings from lower traffic congestion and/or switching to other modes of transportation	\$220 million	\$1.7 billion
Air Pollution Health Benefits	The saved lives and avoided illnesses from reducing air pollution	\$140 million	\$1.1 billion
Physical Activity Health Benefits	The saved lives and avoided illnesses from increased walking, cycling, and other forms of active mobility	\$980 million	\$7.8 billion
Traffic Accidents Avoided	Avoided traffic accident fatalities or injuries from reduced personal vehicle use	\$59 million	\$470 million
Total Benefits		\$2.2 billion	\$17.7 billion

⁵ | The projected benefits using revenue generated from the *Green Future Act* through 2030 include assumptions that investments are consistent with the "Green Investment Portfolio."

TIME AND ENERGY COST SAVINGS

Massachusetts' existing infrastructure relies on dirty, expensive fossil fuels, resulting in high energy costs and lost productivity for its residents and businesses. Investments funded by the *Green Future Act* decrease fossil fuel consumption, either by reducing energy use or by switching to less expensive renewable energy sources, and can help build more efficient energy and transportation systems. This leads to significant savings on transportation and utility costs for families, businesses, and institutions. *Green Future Act* investments deployed through 2030 avoid \$6.6 billion in energy costs for residents and businesses in Massachusetts.

In addition, investments reduce congestion by expanding alternative modes of transportation. This leads to significant time savings, both for drivers who remain on the road as well as the direct users of cleaner, faster, more affordable public transportation systems. Reductions in congestion as a result of *Green Future Act* investments deployed through 2030 can avoid \$1.7 billion in lost productivity and travel time.

PUBLIC HEALTH BENEFITS

Current fossil fuel use and personal vehicle infrastructure result in negative health outcomes through air pollution, physical inactivity, and traffic accidents for the state's residents. Air pollution alone kills 7,600 residents every year in Massachusetts.⁶ H.3292 can deliver measurable health benefits by reducing local pollution from fossil fuels, as well as providing residents with alternative, efficient modes of transportation that are healthier and safer than those with internal combustion engines. *Green Future Act* investments through 2030 create \$9.4 billion in public health benefits, of which \$1.1 billion are benefits from reduced air pollution, \$7.8 billion are physical activity benefits, and \$470 million are from avoided traffic fatality and injuries.

These results only capture benefits from state and local public investments through the Green Infrastructure and Local Green Investments Funds. Leveraging additional federal and private capital is expected to significantly increase total benefits. For example, every public dollar spent on green investments in the U.S. attracts an average of \$2.50 additional from private sources.⁷ Assuming this leveraging rate in Massachusetts, total investments could see up to \$44.3 billion in benefits.

6 | Karn Vohra et al., "Global mortality from outdoor fine particle pollution generated by fossil fuel combustion: Results from GEOS-Chem." *Environmental Research* (2021). <https://doi.org/10.1016/j.envres.2021.110754>
7 | Rocky Mountain Institute, Green Banks, <https://rmi.org/green-banks-101/>

ABOUT CLIMATE XCHANGE

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Climate-XChange.org | 617.624.0919

Climate XChange is a 501(c)3 non-profit, non-partisan organization with a mission to achieve a durable, just transition away from polluting fossil fuels in the United States. With a three-pronged strategy of direct advocacy, research, and communications, we work to advance climate policy at the state level. We also host the State Climate Policy Network, which brings together changemakers, to learn from each other and increase the ambition, equity and durability of state and local climate policy. Learn more at Climate-XChange.org.



Green Future Act Legislative Briefing

An Act achieving a green future with infrastructure
and workforce investments (H.3292)

10D

State Representative William J. Driscoll Jr. – 7th Norfolk District
Timothy Cronin – State Director, Climate XChange Education & Research

Why the **Green Future Act**?

The **Green Future Act** makes progress on a number of fronts:

- **Meeting new climate goals** – With the new climate law, Massachusetts must reduce emissions to net zero by 2050 and meet multiple interim goals.
- **Creating local jobs** – Especially those in renewables, construction, and other green jobs.
- **Investing in EJ communities** – Environmental justice communities have historically faced underinvestment, especially in clean energy, and a disproportionate air pollution burden.
- **Directing resources to cities & towns** – municipalities lack funding & resources necessary to fully reduce carbon footprint and prepare for climate change impacts.



Green Future Act builds on **Next-Generation Roadmap** success

- **Next-Generation Roadmap Act** sets more ambitious climate targets, but does not include dedicated funding for infrastructure needed to meet them (especially in EJ communities).
- **Green Future Act** establishes funding sources (pollution fee, green bonds) and a structured way to spend funds to meet these climate goals, create jobs, and invest in communities.

Massachusetts climate reduction goals

50% reduction by 2030*

75% reduction by 2040*

'Net zero' by 2050* (close to 100%, may include offsets)

Current (estimated)
reduction level:
~25%

*from 1990 levels



Comparison: **last session's bill** vs. **Green Future Act**

Similar features

- ❖ **Green Infrastructure Fund (GIF)**
- ❖ Most spending on emissions infrastructure that reduces emissions (public transit, renewables, etc)
- ❖ **Rebate payments** to low- and moderate-income households
- ❖ Aid to displaced fossil fuel workers

Changes in new bill

- ❖ Pollution **fee is set by the Governor**, not legislature
- ❖ More money for environmental justice communities
- ❖ **Dedicated funding formula** for municipalities
- ❖ Green bonding program, similar to 2019 House GreenWorks bill
- ❖ Funding for **nature-based solutions**



Summary: what is the Green Future Act

Topline: the Green Future Act provides public funding to meet the new climate law's ambitious emissions-reduction goals...

...while helping to achieve a number of concurrent goals:

- Environmental justice
- Funding for cities and towns
- Job creation
- Worker training & a just transition

Investment Areas

1. Green Infrastructure Fund
2. Municipal aid
3. Household dividends
4. Just transition
5. Environmental Justice

Revenue Sources

1. Closing pollution fee loophole
2. Green bonds

Impacts

- Net job creation
- Health & community benefits



Green Infrastructure Fund – Investment Area (⅓)

The core of the Green Future Act is the **Green Infrastructure Fund (GIF)**

- Funds projects across all sectors, and including:
 - Solar, battery technology, and other renewables
 - Electric cars and buses
 - Expansion of public transit
 - Rebates for home energy efficiency & heat pumps
 - In-state clean energy R&D*& more*
- GIF jointly overseen by administrative officials, key stakeholders, & legislative designees
- GIF has broad discretion in spending green funds, as long as they reduce emissions

*Climate XChange's analysis finds that by 2030 the bill directs at least **\$2.85 billion to statewide green infrastructure.***

*(This number increases to **\$5.67 billion** with green bonding)*



Municipal Aid – Investment Area (2/5)

- **Modeled after the Community Preservation Act**, but with no requirement for city/town to match w/ local revenue
- Establishes **Local Climate Change Councils (LCCCs)**, which receive funds from a dedicated state formula
- GFA funds ‘stackable’ with other grants, federal funds, or local funding sources
- **Coordinates funding with existing state programs** (including MVP & Green Communities), includes new technical support from EEA

*Climate XChange's analysis finds that the **average community receives at least \$3.4 million** in state aid through the bill's formula (by 2030).*

In total, at least \$1.2 billion in state aid is returned to municipalities by 2030 (before bonding).



Green Household Dividends – Investment Area (⅓)

- Establishes quarterly **Green Dividend** payments to low and moderate income households
- Helps those with low, moderate or fixed incomes to **100% offset of potential costs** increase to heating or cooling their home 🏠
- Bottom **40% of households receive payments** equal to or greater than costs

*Climate XChange analysis finds that to hold harmless Households in Quintiles 1 & 2 (the bottom 40% of population by income) the **state only needs 24% of total revenue** from the primary pollution fee.*

This leaves 76% of revenue for infrastructure, job training, local aid, and other parts of the bill.

Just Worker Transition – Investment Area (⅔)

- Establishes **Green Workforce Commission**
- Spends a portion of total revenue on **job re-training & development** of a 21st century clean energy and green workforce
- Includes a Rapid Response Set-Aside that provides **wage replacement for displaced fossil fuel workers**

*Climate XChange's analysis finds that in the first 5 years the **Green Workforce Commission** receives at least \$39.87 million to spend on workforce development & job training. (This does not include revenue from green bonding)*

Within that at least \$9.97 million is earmarked for the Rapid Response Set-Aside for displaced workers (by 2030).



Environmental Justice – Investment Area (5/5)

- Includes **representation of EJ communities** on all decision making bodies, state and local
- In most communities, the majority of infrastructure spending is for environmental justice neighborhoods
- Dedicated technical support for communities with large **EJ populations, gateway cities, and rural communities**

*Climate XChange's analysis finds that by 2030 **environmental justice populations** receive at least \$2.43 billion in new funding.*

Expanded Pollution Fee – Revenue (1½)

- Directs **administration to use existing authority** to establish a pollution fee on the heating sector
- Transportation sector will be covered by TCI, electric sector currently covered by RGGI
- Price is set by the administration, **admin legally bound to set the price to meet five-year climate limits**
- **Will shrink the pollution loophole in Massachusetts**, which currently leaves importers of heating fossil fuels free from paying any fees levied on fuels used for electricity generation.

*Climate XChange's analysis of the Next-Gen Roadmap Law (using the 2021 Draft CECP as a proxy) finds that the most likely initial **pollution fee set by the Governor is ~\$20 per metric ton of CO₂.***



Green Bonding Program – Revenue (2/2)

- New green bonding authorization added permanently to state law
- **Modeled after GreenWorks bill** (passed House in 2019), which reduces ability for Governor to block bond spending authorized by legislature
- Bonds must still be passed by legislature, and signed by Governor
- Allows **up to \$500 million per fiscal year in spending**, which is directed to the GIF but can be earmarked for specific capital projects (heat pumps, energy storage, etc)

Climate XChange's analysis finds that between 2024-2030 climate programs have access to \$3 billion in new capital from bonding, or \$500 million per fiscal year.

(For reference: The Commonwealth's total annual capital spending fluctuated between \$2.1 and \$3.6 billion per fiscal year since 2012)



Net Job Benefits – Green Future Act

Climate XChange's analysis finds that the **Green Future Act will create 105,000 net additional jobs in Massachusetts by 2030.**

Job gains are due to the 1.) **new labor opportunities** supported by investment (*construction, maintenance, see table*) and 2.) a **reduced economic reliance on fossil fuel imports** (*with most of that money being reinvested back into the local economy*).

[Job figures derived by applying a model released by Climate XChange Education & Research in its May 2021 study – Investing in a Better Massachusetts: An Analysis of Job Creation and Community Benefits from Green Investments]
Full study at [ClimateXChange.org](https://climate-xchange.org)

Top Ten occupations Supported by the Green Future Act (by Hours of Work)

OCCUPATION	AVERAGE ANNUAL WAGES/SALARY
Construction Laborer	\$61,974
General and Operations Manager	\$166,665
Carpenter	\$75,475
Transit and Intercity Passenger Vehicle Driver	\$86,346
Electrician	\$79,441
First-Line Supervisor of Construction Trades and Extraction Workers	\$87,759
Individual and Family Service Worker	\$32,332
General Office Clerk	\$59,339
Retail Salesperson	\$46,000
Plumber, Pipefitter, or Steamfitter	\$80,177

Public Health & Community Co-Benefits – Green Future Act

Climate XChange's analysis finds that **investments from the Green Future Act realize over \$17.7 billion in co-benefits**, including health, energy, traffic, and climate savings through 2030.

The public health benefits alone outweigh the upfront cost of investment (assumed at ~\$10 billion)

[Benefit figures derived by applying a model released by Climate XChange Education & Research in its May 2021 study – Investing in a Better Massachusetts: An Analysis of Job Creation and Community Benefits from Green Investments]

Full study at [Climate-XChange.org](https://climate-xchange.org)

Measured co-benefits of the Green Future Act



Energy Cost Savings

The gasoline, diesel, and natural gas costs avoided by reducing energy use or switching away from fossil fuel sources



Congestion Time Savings

The travel time savings from lower traffic congestion and/or switching to other modes of transportation



Air Quality Health Benefits

The saved lives and avoided illnesses from reducing air pollution



Physical Activity Health Benefits

The saved lives and avoided illnesses from increased walking, cycling, and other forms of active mobility



Traffic Accidents Avoided

Avoided traffic accident fatalities or injuries from reduced personal vehicle use



Climate Benefits

The avoided future damages of climate change from greenhouse gas pollution

Questions & Discussion

After this briefing we'll send you...

1. This slide show
2. Green Future Act factsheet
3. Copy of Climate XChange's upcoming report [*when it is released*]



Other questions? Contact us at:

William.Driscoll@mahouse.gov

Tim@Climate-XChange.org

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF MONTAGUE, MASSACHUSETTS
AND
WRIGHT-PIERCE
FOR A WASTEWATER COLLECTION SYSTEM STUDY**

THIS AGREEMENT made this 21st day of March, 2022 between Wright-Pierce, a Maine corporation with a usual place of business at 700 Middlesex Plaza, 169 Main Street, Middletown, CT 06457, hereinafter called the “ENGINEER,” and the Town of Montague, MA, acting by its Selectboard, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls, MA 01376, hereinafter called the “TOWN”.

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A and Exhibit B.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a total amount that is not to exceed \$226,000 without the prior written consent of the TOWN. This is a lump sum of \$219,000 for all elements of scope presented in Exhibit A and Exhibit B, with the exception of Exhibit A, 1.0, Task 4, which shall be performed on a time basis in accordance with the ENGINEER’s Standard Billing Rates, as summarized in Exhibit C. Total compensation for Task 4 is not to exceed \$7,000 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on March 22, 2022 and shall expire on December 31st, 2023, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work using skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty, and location.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or

to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred for elements of the scope of services subject to a lump sum cost (Exhibit A and Exhibit B, with the exception of Exhibit A, 1.0, Task 4) shall be billed monthly with the fee based upon the percentage of work completed. Costs associated with Exhibit A, 1.0, Task 4 shall be billed monthly with fees based on the ENGINEER's standard billing rates (Exhibit C) plus Reimbursable Expenses times a factor of 1.0. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.1 times the actual cost to

the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all payment claims by the ENGINEER arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion to the extent such coverage is available and reasonably affordable.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide proof of insurance for the payment of worker's compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

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

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

WRIGHT-PIERCE:

TOWN OF MONTAGUE SELECTBOARD:

By: _____

Name: _____

Title: : _____

519856/KOPE/0003

169 Main Street, 700 Plaza Middlesex
Middletown, CT 06457
860.343.8297 | www.wright-pierce.com

February 25, 2022
WP Project No. T16251/T16253

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

SUBJECT: Engineering Services Proposal for Field Investigations and Hydraulic Modeling in Support of the Updated Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP) for the Turners Falls Sewer Collection System and Continued Infiltration and Inflow Investigation for the Millers Falls Sewer Collection System

Dear Mr. Ellis,

In July 2021, Wright-Pierce prepared and submitted two letter proposals to the Town of Montague for engineering assistance for the following:

1. Field Investigations and Hydraulic Modeling in Support of the Updated Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP) for the Turners Falls Sewer Collection System, and
2. Continued Infiltration and Inflow Investigation for the Millers Falls Sewer Collection System.

Since Wright-Pierce's submission of the two letter proposals to the Town in July 2021, Wright-Pierce prepared a Project Evaluation Form (PEF), on behalf of the Town, and submitted in August 2021 for the Massachusetts Department of Environmental Protection (MassDEP) Asset Management Grant. The tasks described in this letter proposal typically are eligible for funding up to \$150,000 or 60% of the project costs with additional cash contributions or in-kind services from the Town as these tasks address overall program goals. The program goals include improving maintenance practices in the combined system and identifying funding needs for managing assets related to CSO mitigation and sustainable infrastructure planning.

The Town is waiting to confirm if they are selected for the grant up to the \$150,000 maximum and has indicated they intend to match the cash contribution for this project with in-kind services should this project be selected. The in-kind services will be performed by the staff from the Town including tasks such as collection of data and CCTV inspections. A summary of the money available to cover the completion of tasks outlined in this letter proposal are as follows,

- \$ 150,000 – Grant Funding Request (Maximum)
- \$ 100,000 – In-Kind Service Match and/or Cash Contribution Match
- \$ 250,000 – Total Available

On December 20th, 2021, Tom Bergeron and Wright-Pierce had a telephone conversation to define the in-kind services the Town will be providing for the field investigation work. The tasks in the scope of work below state the in-kind services that are to be provided by the Town, in *italic*.

As requested by the Town, Wright-Pierce has combined the two previous letter proposals into this combined letter proposal to include additional value with tasks for updating the CSO LTCP document and an optional scope item for brining improvements to a 30% design level. Our understanding of each of the two projects is summarized below followed by our proposed technical scope, proposed schedule and fee for each.

1.0 Turners Falls Sewer Collection System

1.1 Background

The Town of Montague was issued an Administrative Order (CWA-AO-R01-FY20-31) from the U.S. Environmental Protection Agency (EPA) on June 11, 2020 addressing compliance with its National Pollutant Discharge Elimination System (NPDES) permit (No. MA0100137) to meet numeric effluent limitations and minimize Combined Sewer Overflows (CSOs) in the Turners Falls Wastewater Collection System. As requested, we have developed and submitted a draft update, for review by the Town, of the Town's updated Long-Term Control Plan (LTCP), under a separate task order.

1.2 Project Understanding

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

1.3 Proposed Scope of Work

Task 1 – Field Investigations, Analysis, and Deliverables

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

- A. **Flow Monitoring** – installing, maintaining, and removing flow meters upstream of overflow locations to confirm or address I/I amounts and/or mitigation effectiveness. This assumes ten weeks of flow monitoring with two meters set to record data in 15-minute intervals. The Town will provide rain gauge data in 15-minute intervals. Meter maintenance to check equipment, remove light debris, and perform manual depth and velocity measurements will be done during site visits every two weeks. It is preferred to obtain 4-6 rain events totaling 0.5 inches each of total rain for the analysis. If collected rain events are not sufficient for the analysis, Wright-Pierce will notify the Town, and additional meter maintenance/data collection can be provided at an additional cost.

Wright-Pierce anticipates using in-house inventory of area-velocity meters with redundant depth capabilities for this task, however, has the option to rent equipment, if necessary, at no additional cost. In-house equipment availability is dependent upon planned notice-to-proceed. Sites will be on telemetry with data hosting on Wright-Pierce's Telog Enterprise platform for weekly quality assurance and quality control (QA/QC) reviews.

- B. Night Flow Isolations** – collecting instantaneous night flow measurements during dry weather conditions upstream of the Town's two CSO locations to identify areas with potential sources of infiltration. The night flow isolation results can be used to determine where the quantities and locations of manhole inspections and closed-circuit television (CCTV) pipe inspections are performed, if determined necessary. This assumes one night of flow isolations.

Wright-Pierce will provide needed equipment to perform these top-side measurements without requiring confined-space entry. Wright-Pierce will deploy a one-person crew for this work; *while the Town will provide a second crew person and a utility vehicle for traffic safety, as in-kind service contributions, during the work.*

- C. Smoke Testing** – conduct smoke testing to identify potential direct sources of inflow into the collection system such as sump pump and roof leader connections, or storm drain cross connections. It is recommended that the smoke testing be conducted when the seasonal groundwater will be at its lowest. For this task, this assumes two days of smoke testing. Prior to performing smoke testing, Wright-Pierce will notify residents and emergency response personnel of the pending smoke testing activities. The notification includes doorknob hangers delivered by Wright-Pierce field personnel. If the Town elects to also include notifications in newspaper ads, or announcements on public access television or the Town website, Wright-Pierce will provide sample language to the Town for their use. *Town provides traffic control.*

Wright-Pierce will deploy a one-person crew to perform smoke testing using a gas-powered blower placed over centrally located manholes. Pressurized liquid smoke will then be released into the blower to fill the surrounding sewer system with non-toxic smoke vapor. Smoke testing activities and results, along with applicable photos, will be provided. *A second and third person will be provided from the Town as in-kind services to be included in the smoke testing crew.* Wright-Pierce typically deploys a three-person crew in the field for smoke testing.

- D. Manhole Inspections** – performing National Association of Sewer Service Company (NASSCO) Manhole Assessment Certification Program (MACP) certified inspections (both Level 1 and Level 2) to identify sources of I/I through defects observed. This assumes three days of manhole inspections (approximately 50 manhole inspections) with data collection using tablets and analysis by Wright-Pierce using InfoAsset Planner. Wright-Pierce will deploy a one-person crew to perform the manhole inspections. *A second person will be provided from the Town as in-kind services to be included in the manhole inspection crew.* Wright-Pierce typically deploys a two-person crew in the field for manhole inspections. *Town provides traffic control.*

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

- E. **CCTV Inspections** – performing NASSCO Pipeline Assessment Certification Program (PACP) CCTV inspections to identify sources of I/I through defects observed for approximately 4,500 linear feet of pipe. The CCTV inspections will be conducted when the seasonal groundwater will be at its highest. *The cleaning and CCTV video recording will be provided by the Town as in-kind services.* The inspection and coding will be performed by a Wright-Pierce NASSCO PACP certified engineer with NASSCO approved software and analysis by Wright-Pierce using InfoAsset Planner.

Wright-Pierce will be onsite for up to two field days during the cleaning and CCTV video recording work. A digital video (DVD or external hard drive with access to the Wright-Pierce FTP Sharepoint Site to download footage) and summary inspection reports will be provided as part of this task.

- F. **Data Analysis, Report Development and 10% Design Documents** - Any data collected as part of Tasks A-E will be analyzed and documented in a technical memorandum and used to update existing Town systems with inventory-type data. The technical memorandum will include recommended next steps including future capital planning or construction projects with preliminary opinions of probable construction costs. GIS-based drawings representing locations of recommended improvements will be provided as part of the deliverable, representing a 10% design level, along with a draft list of anticipated technical specifications. Wright-Pierce may attend up to two workshops / meetings to review the draft deliverables and to present findings / recommendations.

Task 2 – Stormwater and Sewer Mapping

Perform an inventory of sewer system assets within the extents of the hydraulic model and update GIS to reflect the field obtained data of the sewer system. Document asset information for sewer mainlines, sewer manholes, and other diversion/overflow structures to develop a base map for portions of the sewer system and to support the development of the hydraulic model. The information to be collected and documented includes manhole rim elevations (discussed further below); invert elevations or depths, pipe size, and pipe material to update the current GIS database. This task assumes 4 days of manhole and other structure data collection, to obtain measure downs and dimensioning of approximately 80 structures. *A second person will be provided from the Town as in-kind services to be included in the mapping/data collection crew.* Wright-Pierce typically deploys a two-person crew in the field for data collection of this nature.

This task also includes obtaining manhole rim elevations within the hydraulic model extents in addition to those previously obtained by RCAP Solutions. These rim elevations are assumed to be obtained using a survey grade GPS unit and be within 0.2' vertical accuracy. This assumes 5 days of field work by one Wright-Pierce staff member obtaining these rim elevations. *Town provides traffic control.*

Task 3 – Hydraulic Model Development

This task includes utilizing the information gathered during fieldwork described in Task 1 (Flow Monitoring) and Task 2 (rim elevations, invert elevations, pipe size, and pipe material) above to build the Town's hydraulic model network in InfoSWMM (software owned by Wright-Pierce). The proposed extents of the model include the collection system from the WWTF upstream through the two CSOs, extending to just upstream of the 7th and L Street overflow, and includes approximately 80 sanitary manholes and approximately 12,000 LF of sewer. The model will be used to evaluate CSO reduction solutions and update system characteristics as part of overall asset management. Work will also help identify critical pipes that may be nearing or exceeding capacity.

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

- Development of the physical model upstream of the two CSOs.
- Calibrating the model with flow monitoring data from five flow meters. This includes two meters from Task 1 (Flow Monitoring) and three Town owned flow meters to minimize additional costs to the Town. The three Town owned flow meters that will be utilized include the following:
 - a. An existing area-velocity flow meter on the 36" interceptor upstream of the WPCF on Greenfield Road.
 - b. An existing area-velocity flow meter on the 14" interceptor at 7th & L Streets.
 - c. An existing meter in the Avenue A regulator. It is important to note that, according to older ADS reports, there seems to have been an area-velocity meter installed (or possibly still installed based on photos from our recent site visit) on the 21" interceptor at Avenue A with a float that determined flows over the weir wall. The area-velocity sensor would need to be reactivated to use this data. This scope of work assumes that this area-velocity meter will be reactivated/reinstalled for the duration of the Wright-Pierce metering effort.
- Determining existing capacity of the pipe network upstream of the CSOs for up to two design storms.
- Evaluating up to two alternatives for CSO mitigation or closure based on model outputs.

Task 4 – Reporting, LTCP Updates

A. **Reporting and LTCP Updates** - Wright-Pierce will utilize the technical memorandums that result from Tasks 1-3 to update the LTCP submitted in draft form in December 2021 and prepare the required, "full" LTCP Update that is due June 2023. Wright-Pierce will provide additional support to assist the Town with providing the required June and December 2022 progress updates based on project progress. We have included 48 hours to assist in these efforts.

2.0 Millers Falls Sewer Collection System

2.1 Background

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

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

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

2.2 Project Understanding

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

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

investigations with the time of year the task is to be implemented to identify I/I based on the seasonal groundwater levels.

2.3 Proposed Scope of Work

Task 1 – Field Investigations, Analysis, and Deliverables

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

- A. **Flow Monitoring** - Wright-Pierce reviewed the available collection system mapping and identified five sub-basin areas where flow meters could be installed. To reduce costs, it was assumed that three flow meters would be installed to record data at 15-minute intervals and the Town would provide rain gauge data at 15-minute intervals from a Town-owned rain gauge for a period of ten weeks. At the end of ten weeks, depending on the flow data provided, the flow meters could be relocated to other portions of the collection system. Meter maintenance to check equipment, remove light debris, and perform a manual depth and velocity measurements will be done during site visits every two weeks.

It is recommended that the ten-week flow monitoring be conducted when the seasonal groundwater will be at its highest which historically is Spring. It is preferred to obtain 4-6 rain events totaling 0.5 inches each of total rain to perform the analysis. If collected rain events are not sufficient for the analysis, Wright-Pierce will notify the Town, and additional meter maintenance/data collection can be provided at an additional cost.

Wright-Pierce anticipates using in-house inventory of area-velocity meters with redundant depth capabilities for this task, however, has the option to rent equipment, if necessary, at no additional cost. In-house equipment availability is dependent upon planned notice-to-proceed. Sites will be on telemetry with data hosting on Wright-Pierce's Telog Enterprise platform for weekly quality assurance and quality control (QA/QC) reviews.

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

Wright-Pierce will provide needed equipment to perform these top-side measurements without requiring confined-space entry. Wright-Pierce will deploy a one-person crew for this work; *while the Town will provide a second crew person and a utility vehicle for traffic safety, as in-kind service contributions, during the work.*

- C. **Smoke Testing** – conduct smoke testing to identify potential direct sources of inflow into the collection system such as sump pump and roof leader connections, or storm drain cross connections. It is recommended that the smoke testing be conducted when the seasonal groundwater will be at its lowest. For this task, this assumes three days of smoke testing with notices. Prior to performing smoke testing, Wright-Pierce will notify residents and emergency response personnel of the pending smoke testing activities. The notification includes doorknob hangers delivered by Wright-Pierce field personnel. If the Town elects to also include notifications in newspaper ads, or announcements on public access television or the Town website, Wright-Pierce will provide sample language to the Town for their use.

Wright-Pierce will deploy a one-person crew to perform smoke testing using a gas-powered blower placed over centrally located manholes. Pressurized liquid smoke will then be released into the blower to fill the surrounding sewer system with non-toxic smoke vapor. Smoke testing activities and results, along with applicable photos, will be provided. *A second and third person will be provided from the Town as in-kind services to be included in the smoke testing crew.* Wright-Pierce typically deploys a three-person crew in the field for smoke testing. *Town provides traffic control.*

- D. **Manhole Inspections** – performing National Association of Sewer Service Company (NASSCO) Manhole Assessment Certification Program (MACP) certified inspections (Level 2) to document condition and identify sources of I/I through defects observed. This assumes six days of manhole inspections (approximately 88 manhole inspections) with data collection using tablets and analysis by Wright-Pierce using InfoAsset Planner. Wright-Pierce will deploy a one-person crew to perform the manhole inspections. *A second person will be provided from the Town as in-kind services to be included in the manhole inspection crew.* Wright-Pierce typically deploys a two-person crew in the field for manhole inspections. Work does not require confined-space entry. *Town provides traffic control.*

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

- E. **CCTV Inspections** – Based on the results of the flow monitoring program, night flow isolation and smoke testing, Wright-Pierce will identify portions of the collection system to be inspected by CCTV to identify sources of I/I through defects observed. Based on our experience, we have assumed that approximately 60% of the collection system, or 9,000 linear feet would require CCTV inspection.

The cleaning and CCTV video recording will be provided by the Town as in-kind services. The inspection and coding will be performed by a Wright-Pierce NASSCO PACP certified engineer with NASSCO approved software and analysis by Wright-Pierce using InfoAsset Planner. Wright-Pierce will be onsite for up to two field days during the cleaning and CCTV video recording work. A digital video (DVD or external hard drive

with access to the Wright-Pierce FTP Sharepoint Site to download footage) and summary inspection reports will be provided as part of this task.

- F. Data Analysis, Report Development and 10% Design Documents** - Any data collected as part of Tasks A-E will be analyzed and documented in a technical memorandum and used to update existing Town systems with inventory-type data. The technical memorandum will include recommended next steps including future capital planning or construction projects with opinion of probable construction costs. GIS-based drawings representing locations of recommended improvements will be provided as part of the deliverable, representing a 10% design level, along with a draft list of anticipated technical specifications. Wright-Pierce may attend up to two workshops / meetings to review the draft deliverables and to present findings / recommendations.

3.0 Proposed Schedule

Wright-Pierce proposes the following two schedules for work associated with the Turners Falls and Millers Falls Sewer Collection Systems:

Tasks	Anticipated Date
1.0 Turner Falls Sewer Collection System	
Task 1 – Field Investigations, Analysis, and Deliverables	April 2022 - October 2022
A – Flow Monitoring	April 2022 - June 2022
B – Night Flow Isolation	May 2022 - June 2022
C – Smoke Testing	July 2022
D – Manhole Inspections	September 2022 - October 2022
E – CCTV Inspections	April or October 2022
F – Analysis, Reporting, and 10% Design	November 2022
Task 2 – Stormwater and Sewer Mapping	April 2022 – May 2022
Task 3 – Hydraulic Model Development	May 2022 – October 2022
Task 4 – Reporting, LTCP Updates	December 2022 – June 2023
A – Reporting and LTCP Updates	June 2022 – June 2023
2.0 Millers Falls Sewer Collection System	
Task 1 – Field Investigations, Analysis, and Deliverables	April 2022 – November 2022
A – Flow Monitoring	April 2022 - June 2022
B – Night Flow Isolation	May 2022 - June 2022
C – Smoke Testing	July 2022 - August 2022

D – Manhole Inspections	October 2022
E – CCTV Inspection	April or October/November 2022
F – Analysis, Report Development, 10% Design	December 2022 - February 2023

4.0 Proposed Fee

Wright-Pierce proposes a lump see fee basis for performing Tasks 1-3 of the Turners Falls scope of work and Task 1 for the Millers Falls scope of work; while Task 4 for Turners Falls will be performed on a time and materials basis as shown below:

Description	Fee
1.0 Turners Falls Sewer Collection System	
Task 1 – Field Investigations, Analysis, Deliverables	\$63,000
Task 2 – Stormwater and Sewer Mapping	\$20,000
Task 3 – Hydraulic Model Development	\$37,000
Task 4 – Reporting, LTCP Updates (48 hours included) ¹	\$7,000
Subtotal:	\$127,000
2.0 Millers Falls Sewer Collection System	
Task 1 – Field Investigations, Analysis, Deliverables	\$75,000
Subtotal:	\$75,000
Total:	\$202,000

¹ Task 4 would be billed on a time and materials basis because it is unknown at this time how many hours would be needed to update the CSO LTCP document provided to the EPA in December 2021. If the EPA has feedback on an initial drafted document, the deliverable may need to be updated multiple times. There may also be several phone calls or virtual meetings required to correspond with the EPA on the final deliverable due on June 30th, 2023. If less than 48 hours is needed to accommodate the EPA's CSO LTCP Update by June 30th, 2023, the billed amount would be less than \$7,000. If more than 48 hours is needed to accommodate the EPA's CSO LTCP Update, Wright-Pierce would ask the Town if additional hours were authorized before proceeding.

Assumptions and items not included

1. The Town will provide \$48,000 of in-kind services for tasks outlined in the scope above and as needed for related project support to meet grant requirements. This should include performing a rate analysis by the Town. Wright-Pierce will provide the Town the required form for tracking in-kind services.

2. Wright-Pierce assumes that the Town (with support from Wright-Pierce) can obtain approval from MassDEP in time to begin the flow monitoring programs as scheduled and ahead of the final Intended Use Plan (IUP), if necessary. These discussions have already begun with MassDEP.
3. Wright-Pierce will prepare the grant application/agreement required by MassDEP if work is approved on the final IUP.
4. The flow metering that is proposed is suitable for EPA but MassDEP may require additional flow metering in the Town in other villages outside of Turner's Falls and Millers Falls. This is due to the fact that the Town of Montague does not currently have an I/I Control Plan.
5. If traffic control is needed, the Town will provide using DPW crews and will be in accordance with MUTCD.
6. If police details and cruisers are needed, the Town will pay for these services directly.
7. The following tasks are not included: permitting, wetland delineation, topographic survey, and soil borings.
8. There are no requirements for meeting M/WBE goals for engineering services.
9. Hydraulic modeling work assumes that RCAP Solutions completes the development of the sewer and stormwater GIS database updates in Winter/early Spring 2022.

5.0 Additional Services

After the 10% design is completed for both Turners Falls and Millers Falls, Wright-Pierce can provide additional services to complete preliminary (30%) and final design efforts (bidding documents). A scope and fee can be developed for preliminary and final design efforts after the 10% design is completed. It is recommended to complete a 30% design prior to June 2023 so that planned improvements and 30% design costs can be included in the CSO LTCP Update due to the EPA by June 30th, 2023. Additional services can be provided to complete preliminary and final design efforts associated with the buffer line storage, such as gate and SCADA system modifications, and any other recommendations that are made at the 10% design post hydraulic modeling and field investigation efforts.

Should significant system deficiencies, associated with major Inflow / Infiltration (I/I) sources, be identified during the fieldwork listed under Tasks 1.3.1 or 2.3.1, Wright-Pierce and the Town will discuss options for immediate corrective actions. In addition, Wright-Pierce can also support the Town with a find-it, fix-it program approach that includes using InfoAsset, a Wright-Pierce in-house tool, to provide trenchless pipe and manhole rehabilitation recommendations, placed on GIS-based drawings with technical specifications, on a reduced timeline as compared to a typical preliminary/final design process. Wright-Pierce would also support the Town with the procurement of an On-Call Contractor to establish standardized pricing and to perform the recommended rehabilitation (i.e. grout injection of a 4 foot diameter manhole or cured-in-place pipe lining of an 8" pipe). This approach would allow work to be placed on an ongoing "on-call" list for the Town to rehabilitate as funds are made available each year. This may be a more cost effective and manageable approach to the Town of Montague.

2/25/2022

Mr. Steve Ellis

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6.0 Agreement

After review and approval of this proposal by the Town, Wright-Pierce will draft a new agreement between the Town of Montague and Wright-Pierce for execution. We appreciate the opportunity to work with the Town on this follow-up work critical to the LTCP update and asset management in Turners Falls and on this follow-up work in Millers Falls. Should you have any questions or require additional information, please call.

Sincerely,

WRIGHT-PIERCE



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



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

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

169 Main Street, 700 Plaza Middlesex
Middletown, CT 06457
860.343.8297 | www.wright-pierce.com

February 25, 2022
WP Project No. T16253

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

SUBJECT: Engineering Services Proposal for the Infiltration and Inflow (I/I) Analysis of the Lake Pleasant and Montague Center Sewer Collection Systems

Dear Mr. Ellis,

In response to the recent USEPA letter “*Comments on the Town of Montague’s Submittals Pursuant to EPA Administrative Orders (Docket Nos. CWA-AO-R01-FY20-31 and CWA-AO-R01-FY21-14)*” dated February 2, 2022, addressed to the Town, Wright-Pierce has prepared this additional proposal letter for engineering services.

This proposal letter includes a flow monitoring and I/I analysis scope of work to satisfy USEPA and MassDEP requirements related to performing ***initial flow monitoring to cover no less than 70% of the total flow to the treatment plant (Section V.1.1 of MassDEP’s Guidelines for Performing I/I Analysis and Sewer Systems Evaluation Survey)***. The scope of work below focuses on performing a flow monitoring program and I/I analysis specifically for the Lake Pleasant and Montague Center collection systems, while the programs to address flow monitoring and I/I analysis in Turners Falls and Millers Falls are covered in a previously submitted scope of work (from Wright-Pierce dated 2/2/2022).

The proposed scope of work, schedule and fee for the Lake Pleasant and Montague Center collection systems is summarized below.

1.0 Scope of Work

- A. **Flow Monitoring** – installing, maintaining, and removing three flow meters upstream of the treatment plant to determine I/I impacts from the Lake Pleasant and Montague Center collection system. This assumes ten weeks of flow monitoring with three meters set to record data in 15-minute intervals. Wright-Pierce will install one tipping bucket rain gauge to collect rain data in 15-minute intervals, and as backup to rain gauge data to be provided by the Town. Wright-Pierce will also install one groundwater piezometer in one of the meter locations to document groundwater trends.

Meter maintenance to check equipment, remove light debris, and perform manual depth and velocity measurements will be done during site visits every two weeks. It is preferred to obtain 4-6 rain events totaling 0.5 inches each of total rain for the analysis. If collected rain events are not sufficient for the

analysis, Wright-Pierce will notify the Town, and additional meter maintenance/data collection can be provided at an additional cost.

Wright-Pierce anticipates using in-house inventory of area-velocity meters with redundant depth capabilities for this task, however, Wright-Pierce has the option to rent equipment, if necessary, at no additional cost. In-house equipment availability is dependent upon planned notice-to-proceed. Sites will be on telemetry with data hosting on Wright-Pierce's Telog Enterprise platform for weekly quality assurance and quality control (QA/QC) reviews.

- B. I/I Analysis and Report Development** – Flow monitoring data collected as part of Task A will be analyzed for infiltration and inflow in Lake Pleasant and Montague Center. Results will be used to determine next phase field investigative needs and recommendations with planning level cost estimates and proposed schedule. Results and recommendations will be integrated into the deliverable being produced for Turner Falls and Millers Falls scope of work (see *Engineering Services Proposal for Field Investigations and Hydraulic Modeling in Support of the Updated Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP) for the Turners Falls Sewer Collection System and Continued Infiltration and Inflow Investigation for the Millers Falls Sewer Collection System*). Task includes attending one additional meeting to review the draft deliverable / recommendations.

2.0 Proposed Schedule

Wright-Pierce proposes the following schedule for work associated with the Lake Pleasant and Montague Center Sewer Collection Systems:

Tasks	Anticipated Date
Flow Monitoring	April 2022 - June 2022
I/I Analysis and Report Development	July 2022 - August 2022

3.0 Proposed Fee

Wright-Pierce proposes a lump sum fee of \$24,000 for this scope of work.

Assumptions and items not included

1. If traffic control is needed, the Town will provide using DPW crews and will be in accordance with MUTCD.
2. If police details and cruisers are needed, the Town will pay for these services directly.
3. The following tasks are not included: permitting, wetland delineation, topographic survey, and soil borings.
4. There are no requirements for meeting M/WBE goals for engineering services.

2/25/2022

Mr. Steve Ellis

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4.0 On-Call Agreement and Task Order Execution

Attached to this proposal letter is a Task Order (No. 2) for this scope of work to be conducted under our existing on-call agreement that was executed June 29th, 2021 . After review and approval of this proposal letter, please sign the task order and email back to Wright-Pierce.

We appreciate the opportunity to work with the Town on this initiative for the Lake Pleasant and Montague Center collection systems. Should you have any questions or require additional information, please feel free to call me or Lisa directly.

Sincerely,

WRIGHT-PIERCE



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



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

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

Billing Rates

The following labor rates are provided as requested and are as of January 2022. Billing rates are based on salary costs for Wright-Pierce within each classification, multiplied by our salary multipliers. Actual billing rates for the project are based on the actual rates for the individuals assigned.

Labor Billing Rates

Accounting/Billing Classification	Hourly Billing Rate Range
Principal/Engineering Manager	\$200 to 260
Senior Project Manager	\$160 to 235
Project Manager/Senior Project Engineer/Construction Manager	\$130 to 200
Senior Project Engineer	\$120 to 210
Project Engineer	\$110 to 130
Engineer Intern/Intern Architect	\$85 to 117
Architect/Structural/Mechanical/Instrumentation/Electrical Engineer	\$130 to 230
Senior CAD Designer	\$110 to 130
CAD Designer/Senior CAD Technician	\$90 to 120
CAD Technician	\$60 to 95
GIS Analyst	\$86 to 121
Survey Crew (two people)	\$230 to 250
Field Service Manager/Technician	\$70 to 110
Hydrogeologist	\$95 to 150
Resident Project Representative	\$86 to 152 (\$105 to 180 w/ expenses included)
Office Assistant/Word Processor	\$63 to 120



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.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: TOWN OF GILL (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 325 MAIN RD, GILL, MA 01376-9758		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: ROBERTA POTTER	Phone: 413-863-4500	Billing Address (if different):	
E-Mail: coa@montague-ma.gov	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191798		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 02082200000000000007	
RFR/Procurement or Other ID Number: MGL c. 40 s. 8B			
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (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): <input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (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 815 CMR 9.00 . <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): 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: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #2.			
ANTICIPATED START DATE: (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 no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2021</u> , a date PRIOR 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.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2032</u> , 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.			
CERTIFICATIONS: 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 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	



COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-

owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



The Commonwealth of Massachusetts
Executive Office of Elder Affairs
One Ashburton Place, 5th Floor
Boston, Massachusetts 02108

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary, Executive Office of Health
and Human Services

ELIZABETH C. CHEN, PhD, MBA, MPH
Secretary

Tel: (617) 727-7750
Fax: (617) 727-9368
TTY/TTD: 1-800-872-0166
www.mass.gov/elders

To: Councils on Aging in the Commonwealth of Massachusetts

From: Rachel Goldstein, Chief Financial Officer, EOE
Carole Malone, Assistant Secretary, EOE

Date: February 22, 2022

RE: Important Changes in FY22 COA Formula Grant Contract Process

The Executive Office of Elder Affairs (EOEA) issued the Fiscal Year 2022 formula grant funding to all Massachusetts Councils on Aging on February 15, 2022. This memorandum is intended to provide information on important administrative changes to this process. We encourage you to read this carefully and reach out with any questions or items of clarification.

The administrative changes that have been implemented this year are beneficial to both EOE and the Councils on Aging. They will help EOE to distribute the money faster and make the contract execution process much easier for Councils on Aging. **These changes are solely administrative in nature and have no impact on the amount each Council on Aging receives; that funding amount has been, and will continue to be, established in the state's annual budget.**

We are pleased to have finalized this important step to simplify the process for Councils on Aging to access this important funding.

FORMULA GRANT ALLOCATIONS

- As always, EOE follows the requirements established in each year's state budget to calculate the Council on Aging formula grant awards. In Fiscal Year 2022, this is calculated as \$12 per older adult with a minimum contract amount of \$6,000.00. EOE has published the Fiscal Year 2022 funding amounts for each Council on Aging in the Formula Grant Award Spreadsheet (located at <https://coadmin.800ageinfo.com/>).

- *Note:* The funding allocation is the same in Fiscal Year 2022 as it was in Fiscal Year 2021. Every Council on Aging is getting exactly the same amount of money as last year.

ADMINISTRATIVE CONTRACT CHANGES

- EOEa divided the group of 350 contracts into four (4) separate PDF files, organized alphabetically based on the name of the city or town (letters A-D, E-L, M-R, and S-Z). Councils on Aging should follow the instructions on the website to locate and return their signed contract.

When completed, please submit your **signed and hand-dated** contract to:

Executive Office of Elder Affairs
1 Ashburton Place, Rm 517
Boston, MA 02108
ATTN: FY22 Formula Grant Contract

- Starting with Fiscal Year 2022, EOEa established the formula grant contracts as rate contracts. A rate contract distributes funding according to a standard payment rate (i.e. \$12/older adult, with a \$6,000 minimum contract amount). Here is some important background about how rate contracts work:
 - Rate contracts cite the source where the payment rate is established (in this case, the state budget), rather than listing an annual contract dollar amount for each vendor. **This is why there is no total dollar amount on the Fiscal Year 2022 Standard Contract Form. Do not write in the amount on the contract.**
 - Rate contracts can be established for multiple years. Since the COA Formula Grant is a longstanding line item in the budget, EOEa established this contract for a 10-year period. **This is why the contract end date on the contract is listed as June 30, 2032. Do not edit this section of the contract.**
- These changes are going to simplify the process for future fiscal years. Starting next year, Councils on Aging can expect the following process:
 - EOEa will post a memorandum on our website announcing the Council on Aging Formula Grant awards. An email will go out to the COA contact person of record to let you know the announcement is posted, which initiates the award process. Award amounts will be calculated using the payment rate established in that year's state budget, and will serve as the official notification of how much each Council on Aging will receive.
 - From Fiscal Year 2023 until Fiscal Year 2032, COAs will not need to sign a Standard Contract form each year to receive the funding. EOEa will simply make a payment to each Council on Aging for the appropriate award amount.
 - While Councils on Aging will not need to submit a Standard Contract Form, it is **important that each city and town continues to utilize the funding consistent with the purpose of the line item in the budget and follow all relevant finance requirements. It is also important for Councils on Aging to maintain their official contact, location, and**

banking information with both the Office of the State Comptroller and EOEa. If this information is not kept up to date, payments will be delayed due to these errors.

PAYMENTS

- Starting in Fiscal Year 2021, EOEa eliminated the requirement to submit invoices in order to be paid. EOEa will issue payment to each Council on Aging based on their award amount in the Formula Grant Award Spreadsheet (located here: <https://coaadmin.800ageinfo.com/>). **Councils on Aging do not need to submit an invoice for their formula grants.**
- Starting in Fiscal Year 2021, EOEa also eliminated the requirement to report final grant balances from the prior year. This continues not to be required.
- **Councils on Aging are still required to submit an annual report to the program team at EOEa** describing the impact of the formula grant funds. Instructions for this process are issued by the EOEa program team each year.

If you have any questions or concerns, please contact Adam Frank at (617) 222-7428 or adam.frank@mass.gov.

Thank you for all that Councils on Aging have done and continue to do to serve older adults in the Commonwealth.

Memo to Montague Selectboard

March 17, 2022

RE: EverSource Dell Street Substation and Turners Falls System Reliability Improvements

Steve -

Please see italicized email below from our Planners pertaining to your pole update request. It sounds like as the frozen ground warms up, we will be ramping up the transfers and removals of the poles...

Hi Mike,

Here is a chart of the pending pull poles/transfers:

NTG	Ticket Step	Total
Eversource	Pull Pole	19
Comcast	Transfer (PT)	152
Mass Technology Collaborative	Transfer (PT)	11
Verizon	Transfer (PT)	3
Grand Total		185

We were limited to how many poles we were able to pull due to the ground freezing but we are ramping up and have given the pull poles for Montague to Karls. With the weather warming up they are hoping to start next week.

We've notified Comcast and are working with them on a timeline to the completion of their outstanding transfers. Once we get confirmation on a time schedule we will work with Verizon for their transfers as well.

Michael F. Kane | Eversource | Community Relations Specialist

Delegation of Authority to Sign Memorandum of Sale for Federal Street Property Auction

The Need

On the assumption a quorum of the board will not be present, we need to designate authority to sign a Memorandum of Sale for a parcel of land consisting of 2.91+/- acres located between 507 and 517 Federal Street, Montague, as appears on Assessor's Map 48, Lot 0148. This property is to be sold at auction on April 21st a noon. \$5,000 deposit required to register to bid. Bid registration begins at 11am. There is no bid minimum.

Recommended Motion

I move to authorize _____ to sign a Memorandum of Sale on behalf of the Montague Selectboard for a parcel of land located between 507 and 517 Federal Street in Montague, MA consisting of 2.91+/- acres, as appears on Assessor's Map 48, Lot 0148.



TOWN OF MONTAGUE PUBLIC AUCTION

Conducted at Montague Town Hall – 1 Avenue A, Turners Falls
Thursday, April 21 at 12 PM

FEDERAL STREET (Parcel ID: 48-0-0148)
Undeveloped Land Between #507 & #517

- ▶ **2.9± Acres**
- ▶ **289' Frontage on Sawmill River**
- ▶ **228' Frontage on Federal Street**
- ▶ **Perced & meets minimum requirements**



TERMS: \$5,000 Deposit by bank check payable to TOWN OF MONTAGUE. 8% Buyer's Premium & closing to take place in 30 days. Sold "AS IS". See web for Auction Info Package.

Sullivan-Auctioneers.com • 617-350-7700



Dear Prospective Bidder :

Sullivan & Sullivan Auctioneers, LLC and the Town of Montague, MA want to thank you for your interest in our upcoming Public Auction of 2.9± Acres of undeveloped land with 228± feet of frontage on Federal Street and 289± feet of frontage on the Sawmill River. The property will be going to auction on Thursday, April 21, 2022 at 12:00 pm. The auction will be conducted at Montague Town Hall, 1 Avenue A in Turners Falls, MA.

The property is being sold by Public Auction to the highest bidder subject to confirmation by the Town. Please be advised that any alterations within 200 feet of the bank of the Sawmill River is subject to the jurisdiction of the Montague Conservation Commission. More information about this is included in this package.

This Property Information Package contains essential auction highlights and information to help assist you in your evaluation of the property. Please remember, you are buying the property "as is" and with no warranty or representation. The information we are supplying to you is for informational purposes only.

For further information please visit us at www.Sullivan-Auctioneers.com or contact us at 617-350-7700.

Good luck at the auction!

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Sullivan', written over a light grey rectangular background.

Sullivan & Sullivan Auction Team

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Disclaimer

DISCLAIMER:

All information contained within this package was derived from sources believed to be reliable & true. Information contained on the website, this information package, or auction flyers does not constitute a representation, warranty or guarantee of any kind by the Auctioneer and/or the Seller and/or their Attorneys, Agents or Employees of the exactness, accuracy or completeness of any information herein. The Auctioneer and/or the Seller and/or their Attorneys, Agents or Employees expressly disclaim any responsibility or accountability thereof. The Auctioneer and/or the Seller and/or their Attorneys, Agents or Employees shall have no liability whatsoever for any loss, cost or damage arising there from. Prospective buyers should rely solely on their own due diligence, inspection, consciousness and judgment. Announcements made on the auction block shall take precedence and supersede any previously printed material or any other oral statements made by any of the previously mentioned parties herein. Prospective bidders are encouraged to evaluate and perform their own due diligence. Bidders must rely on their own research and judgment.

Valuable Info & Terms of Sale

AUCTION DATE: Thursday, April 21, 2022 beginning at 12:00 PM

AUCTION LOCATION: *Montague Town Hall – 1 Avenue A – Turners Falls, Massachusetts*

SELLER: The property is owned by the Town of Montague, MA

TYPE OF SALE: **Town Ordered Auction - Per Order of the Town of Montague**

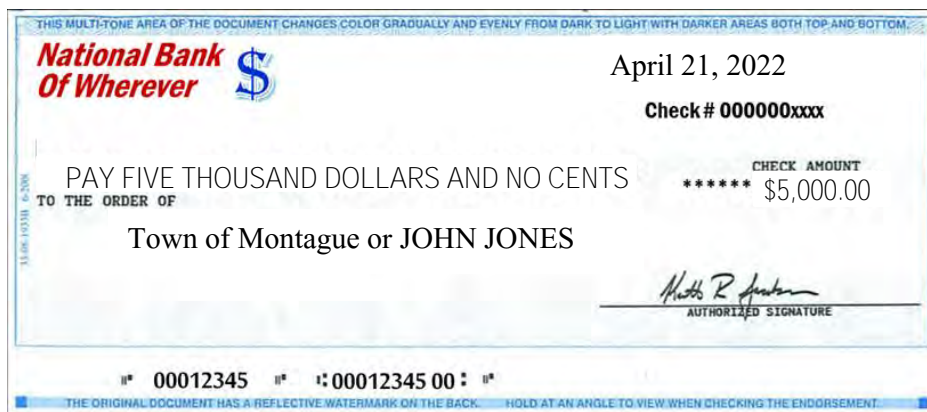
The property is being sold and delivered to the BUYER in an "AS IS" condition without any representations or warranty whatsoever.

**TOWN RESERVES THE RIGHT TO ACCEPT OR REJECT ALL BIDS.
HIGH BID IS SUBJECT TO CONFIRMATION BY THE TOWN.**

DEPOSIT: In order to qualify as a bidder and bid on the property, one must be present with a bank check in the amount of \$5,000. Your deposit must be in the form of a bank check made payable to the "TOWN OF MONTAGUE or BIDDER'S NAME". NO PERSONAL or BUSINESS CHECKS WILL BE ACCEPTED. The remainder of the purchase price must be paid by May 21, 2022 by bank check, money order or attorney IOLTA check. There will also be an 8% Buyer's Premium added to the winning bid price.

BUYER'S PREMIUM: There will be a Buyer's Premium (BP) of 8% added to the winning high bid of each property. The high bid amount plus an 8% Buyer's Premium shall constitute the Total Sale Price. The Total Sale Price is the total due from the buyer and is the amount that will be represented on the Purchase & Sale Agreement.

Sample check below: PLEASE MAKE CHECKS PAYABLE TO "TOWN OF MONTAGUE or BIDDER'S NAME"



Valuable Info & Terms of Sale

REGISTERING TO BID:

Registration will begin at the Town Hall on April 21, 2022 at 11:00 am. Please remember to bring identification. You will be handed a bidder card after registration is complete.

WINNING BIDDER:

Once the auctioneer says "SOLD!" The tax title custodian will accept or reject the bid and can confirm a sale at the conclusion of the auction. The property will be sold subject to confirmation. If you are declared the winning bidder, you will be required to tender the deposit to the Town of Montague; sign the Purchase & Sale Agreement (Memorandum of Sale); and close within 30 days. The property is being

REPRESENTATION & WARRANTIES:

The Auctioneer makes no representations, warranties, or guarantees as to the accuracy of the information provided and urge all bidders to rely entirely on their own inspection, investigation and due diligence of Any and all other terms of the auction will be announced at the auction.

AUCTIONEER'S NOTE:

Announcements made on the auction block will take precedence over any previously written or published content. The Auctioneer reserves the right to accept or reject any or all bids. Bidding increments shall be at the discretion of the Auctioneer. The town reserves the right to cancel or postpone the auction at their discretion.

BUYER'S PREMIUM:

There will be a Buyer's Premium (BP) of 8% added to the winning high bid of each property. The high bid amount plus an 8% Buyer's Premium shall constitute the Total Sale Price. The Total Sale Price is the total due from the buyer and is the amount that will be represented on the Purchase & Sale Agreement.

MONTAGUE, MA

• DETAILED PROPERTY INFORMATION

Federal Street (Parcel ID: 48-0-0148)

2.9± Acres of Undeveloped Land – ZONED RURAL BUSINESS

- 289± Feet of Frontage on Sawmill River
- 228± Feet of Frontage on Federal Street
- Perced & meets minimum requirements

Property Description

This 2.9± acre riverfront lot is in a highly desirable area and backs up to the Sawmill River with 289' of frontage. The rectangular shaped lot fronts Federal Street with 228' ft of frontage. Sitting between #507 & #517 is our subject lot, perced and meets minimum requirements to be a buildable lot.

Property Location:

The property is located in close proximity to Historic Montague Center as well as Turners Falls, just over the Gill-Montague Bridge off Route 2A. The area offers an easy commute up Route 63 to Route 2, Amherst/Umass as well as easy access to Northampton and Greenfield.

Statement Regarding Riverfront Protection Act:

The rear of this property is to the centerline of the Sawmill River. Please be advised that any alterations within 200 feet of the bank of the Sawmill River is subject to the jurisdiction of the Montague Conservation Commission under the Commonwealth Riverfront Protection Act.

All structures and appurtenant elements such as wells, septic, driveways will be required to be outside of this "Riverfront area". Any tree removal or landscaping in the Riverfront Area shall be reviewed by the Conservation Commission.

Statement Regarding Floodplain:

Please be advised that the rear portion of this property adjacent to the Sawmill River is designated as Zone A4 and Zone B floodplain per Montague Flood Insurance Rate Maps (FIRM). Zone A = 100 year flood, Zone B= 500 year flood. The Montague FIRM maps were created in 1982 and are in the process of being updated by FEMA. An image of the map is included for your reference. The "X" is the approximate location of the subject parcel.

Note From Planner

There is an access easement that barely skirts over the northern property line (along the lot 3 property line). This provides access to the landlocked parcel owned by Lashier. I'll note that the Lashier lot is not buildable because it does not have frontage.

Property Photo



Unofficial Property Record Card - Montague, MA

General Property Data

Parcel ID	48-0-0148	Account Number	X
Prior Parcel ID	--	Property Location	FEDERAL ST
Property Owner	INHABITANTS OF MONTAGUE POSSESSION	Property Use	VAC_SEL-CC
Mailing Address	1 AVENUE A	Most Recent Sale Date	8/8/2016
		Legal Reference	6896-109
City	TURNERS FALLS	Grantor	MARTINBEAULT TERI M
Mailing State	MA	Zip	01376
ParcelZoning	RS	Sale Price	0
		Land Area	2.910 acres

Current Property Assessment

Card 1 Value	Building Value	0	Xtra Features Value	0	Land Value	74,900	Total Value	74,900
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Building Description

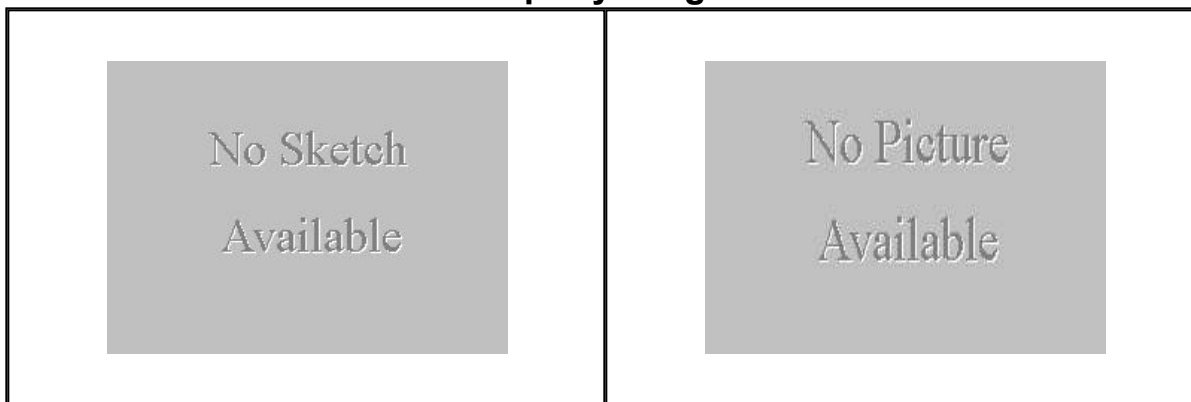
Building Style	Foundation Type	Flooring Type
# of Living Units	Frame Type	Basement Floor
Year Built	Roof Structure	Heating Type
Building Grade	Roof Cover	Heating Fuel
Building Condition	Siding	Air Conditioning
Finished Area (SF)	Interior Walls	# of Bsmt Garages
Number Rooms	# of Bedrooms	# of Full Baths
# of 3/4 Baths	# of 1/2 Baths	# of Other Fixtures

Legal Description

Narrative Description of Property

This property contains 2.910 acres of land mainly classified as VAC_SEL-CC with a(n) style building, built about N/A , having exterior and roof cover, with 0 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.



Town of Montague, Massachusetts

Property Record Card

Card 1 of 1

ID: **48-0-0148** Book / Page: **6896-109**



Owner: INHABITANTS OF MONTAGUE
Co-Owner: POSSESSION
Mailing Address: 1 AVENUE A
TURNERS FALLS MA 01378

Assessment: Total: 74900
Building: 0, Land: 74900, Yard: 0

Sales History

Grantor	Legal Reference	Sale Date	Sale Price
MARTINBEAULT TERI M MOUGIN BRUCE A.	6896-109 3733-177	8/8/2016 2/22/2001	0 35000



MainStreetGIS, LLC
www.mainstreetgis.com

Land Information

Land Area: 2.91 AC / 128781 SQ FT Zoning: RESIDENTIAL
Land Use: 930 -
Neighborhood: XG - TRAF GD

Building Information

Units: 0
Year Built: 0
Style:
Rooms: 0
Bedrooms: 0
Baths: 0
Half Baths: 0

Stories:

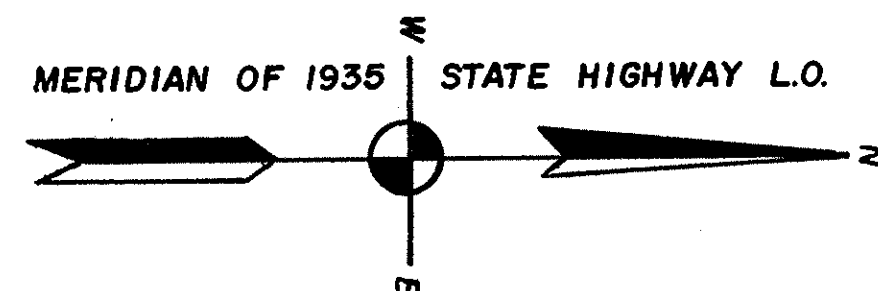
Heat Fuel:
Heat Type:
Roof Structure:
Roof Covering:
Kitchens: 0
Fireplaces: 0

Extra Feat. / Yard Items

Type	Area	Assessment
------	------	------------

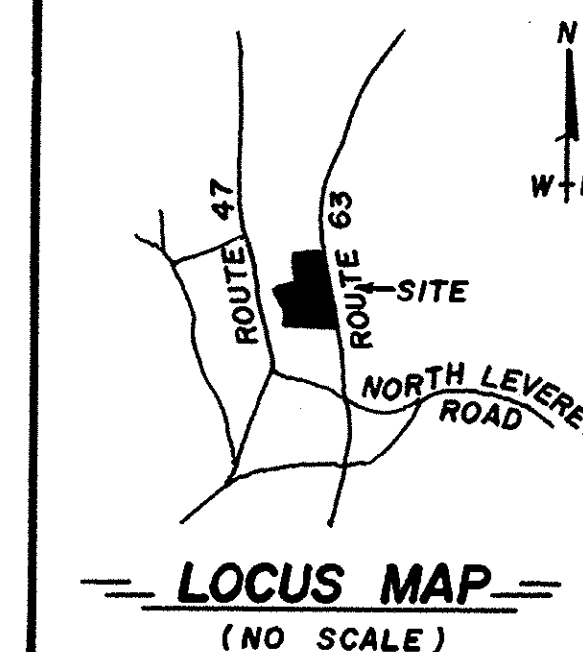
Sub Areas

Type	Area	Assessment
------	------	------------



NOTE

LOTS 1, 2, 3, & 4 ARE LAND OF BRUCE A. MOUGIN & DONNA L. MOUGIN AS RECORDED IN DEED BOOK: 1740, PAGE: 135.
 LOTS 1, & 2 ARE A PORTION OF TRACT 1.
 LOT 3 IS A PORTION OF TRACTS 1, & 2.
 LOT 4 IS A PORTION OF TRACT 2.



FOR REGISTRY USE

FRANKLIN COUNTY
 REGISTRY OF DEEDS
 JANUARY 5, 2001
 3 HR 2 MIN PM
 RECEIVED FOR RECORD
 GREENFIELD, MASS.

LEGEND

- IRON PIPE FOUND
- IRON PIPE SET
- △ UNMONUMENTED POINT
- ⊙ UTILITY POLE
- HIGHWAY BOUND FOUND

N/F RICHARD PODLENSKI et. al.
 DEED BOOK: 2404, PAGE: 311

N/F NANCY A. WIEGERSMA
 DEED BOOK: 1747, PAGE: 97

N/F RAYMOND J. LASHIER
 &
 HELEN A. LASHIER
 DEED BOOK: 1234, PAGE: 131

N/F BETSY SHEA
 DEED BOOK: 2567, PAGE: 322
 PLAN BOOK: 70, PAGE: 29

APPROVAL UNDER THE SUBDIVISION
 CONTROL LAW NOT REQUIRED

MONTAGUE PLANNING BOARD

DATED 11-19-00

SIGNED *[Signature]*
[Signature]
[Signature]

PLAN OF LAND

SURVEYED FOR

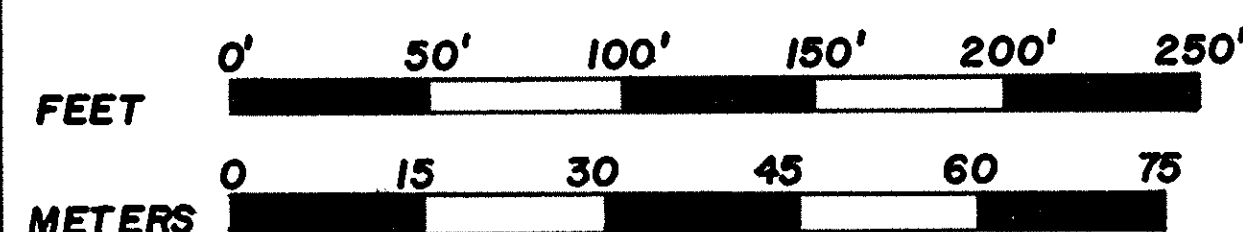
BRUCE A. & DONNA L. MOUGIN

LOCATED IN

MONTAGUE, MASSACHUSETTS

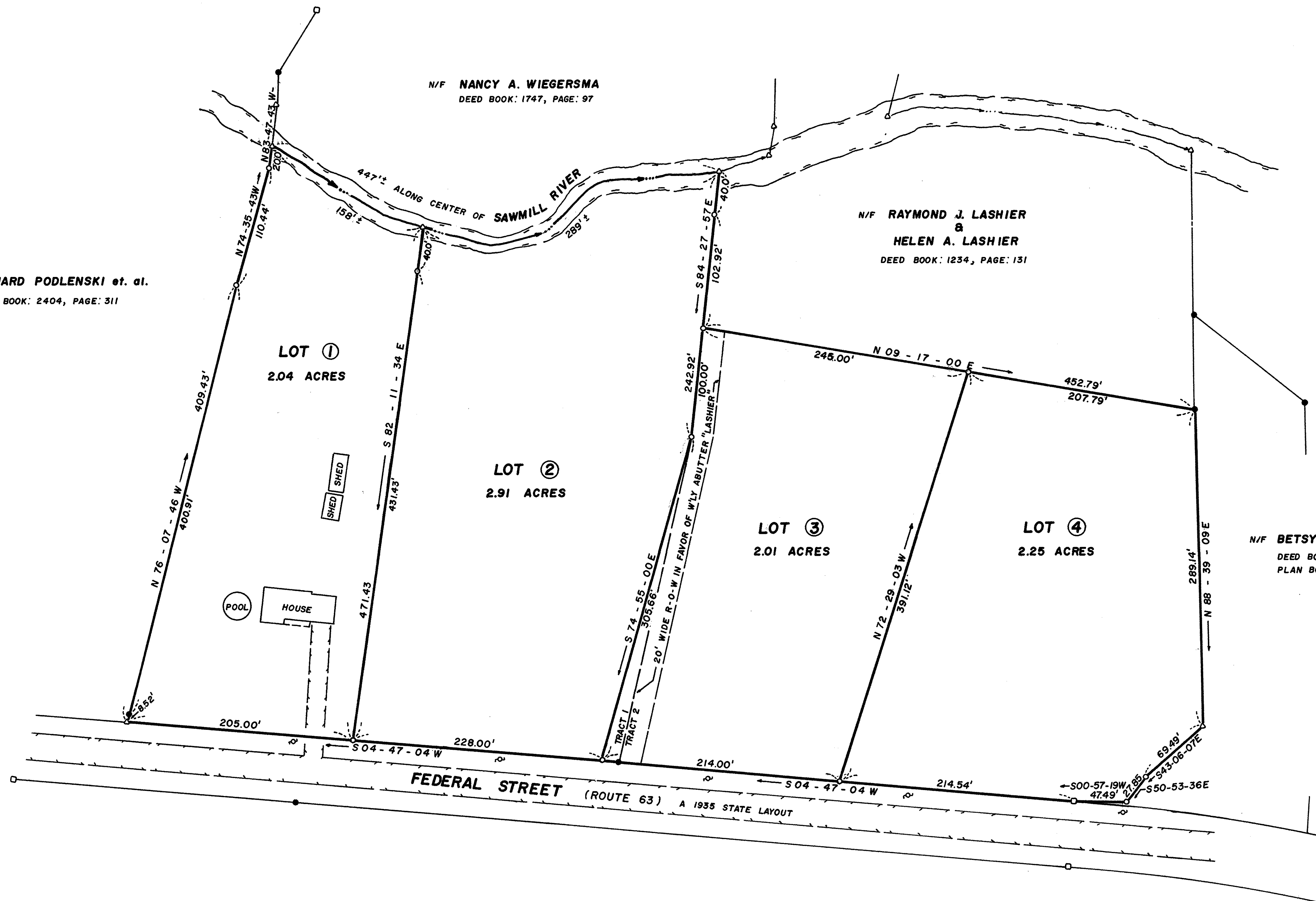
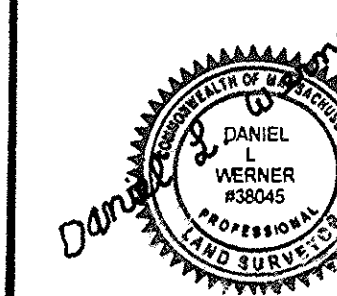
SCALE: 1" = 50' DATE: SEPTEMBER 26, 2000
 DANIEL L. WERNER P.L.S. GREENFIELD, MASSACHUSETTS

BAR SCALES



I HEREBY REPORT THAT THIS PLAN HAS BEEN PREPARED
 IN CONFORMITY WITH THE RULES AND REGULATIONS OF
 THE REGISTERS OF DEEDS OF THE COMMONWEALTH
 OF MASSACHUSETTS.

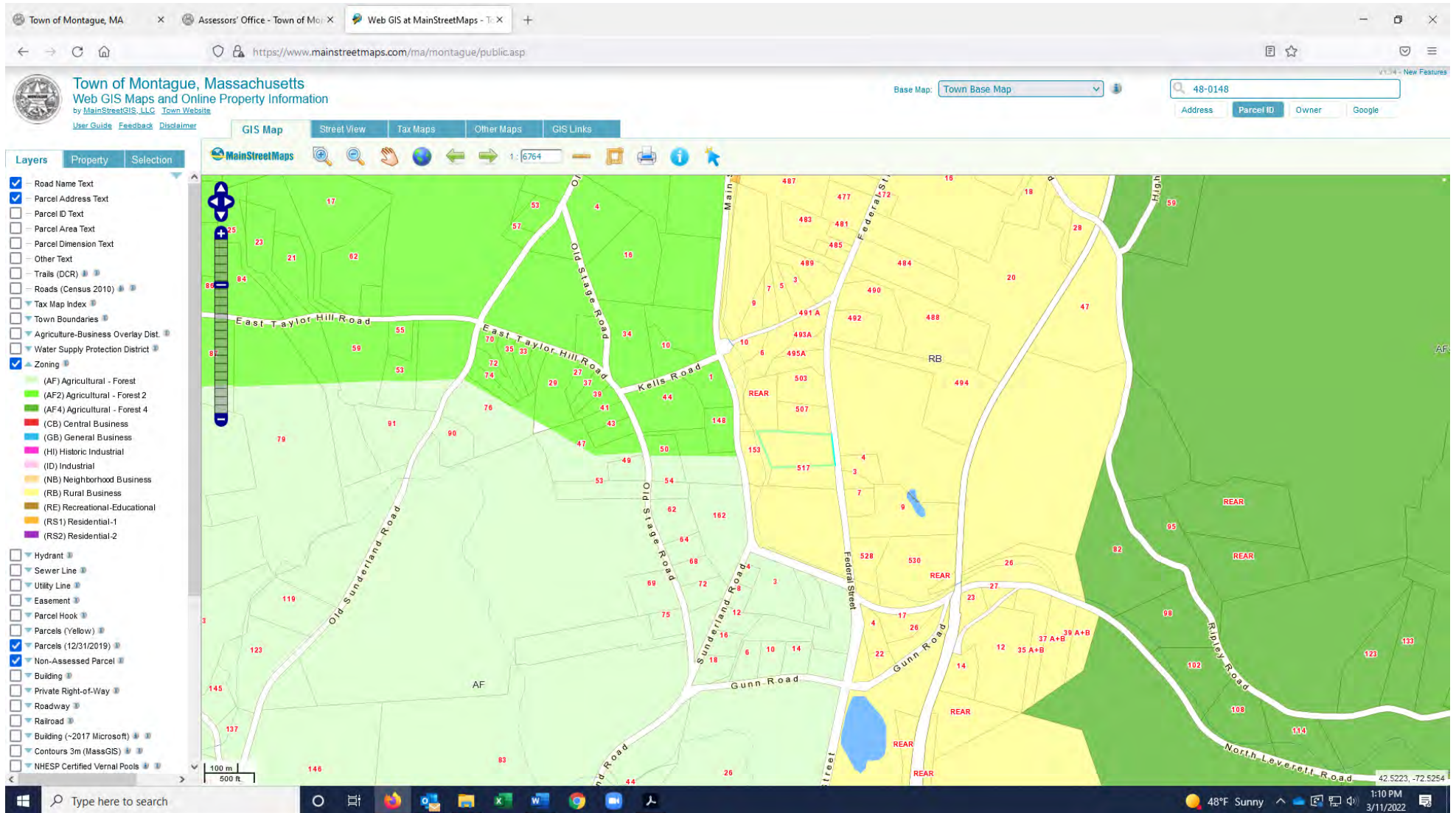
Daniel L. Werner October 20, 2000
 PROFESSIONAL LAND SURVEYOR DATE



MONTAGUE, MA

- ZONING INFORMATION

Parcel 48-0148 is in Rural Business zone, as depicted below in yellow. Subject lot is traced is highlighted by aquamarine border.



Upon its effective date, February 19, 2019, this Bylaw shall amend and be substituted for the existing Zoning Bylaw of the Town of Montague, but shall not affect such rights or duties that have matured, penalties that were incurred, proceedings that were begun or appointments made before its effective date, pursuant to the previously effective Zoning Bylaw, except as otherwise provided by Chapter 40A of the General Laws.

SECTION 4. ESTABLISHMENT OF DISTRICTS

4.1 Types of Districts

For the purposes of this Zoning Bylaw, the Town of Montague is hereby divided into the following districts:

Abbreviation	District Name	Statement of Purpose
RE	Recreation-Education	To allow for public enjoyment and use of parks and schools.
AF	Agriculture Forestry	To allow for a viable farming and forestry industry, protect natural resources, and preserve rural character
AF-2	Agriculture Forestry- 2	To allow for a viable farming and forestry industry, protect natural resources, and preserve rural character
AF-4	Agriculture Forestry- 4	To allow for a viable farming and forestry industry, protect natural resources, and preserve rural character
RS-1	Residential - 1	To allow for livable and walkable residential neighborhoods on generally smaller lots serviced by municipal sewer
RS-2	Residential - 2	To allow for livable and walkable residential neighborhoods that are generally not serviced by municipal sewer
RB	Rural Business	To allow small and natural resource based businesses that are compatible with existing agricultural and residential uses and scenic character
NB	Neighborhood Business	To allow for compatibility of residential and business uses in village areas
CB	Central Business	To allow for pedestrian-oriented downtown areas with mixed-use buildings and a range of retail and commercial services
GB	General Business	To allow for commercial activity that enables access to a broad range of products and services
ID	Industrial	To allow high quality employment opportunities through manufacturing, production, and research
HI	Historic Industrial	To allow for adaptive reuse of historic industrial buildings and sites
Overlay Districts		
FP	Flood Plain	To prevent loss of life, damage to private property, and lessen the impacts of flooding
WSP	Water Supply Protection	To prevent contamination of the surface water and ground water resources providing present and significant potential public water supplies for the Town of Montague
AB	Agricultural Business	To maintain the viability of agricultural businesses by conserving land with productive soils in large, contiguous blocks and minimizing conflicts between agricultural operations and residential uses, and to identify an area of town where other policies should be developed to promote and facilitate commercial agriculture

5.2.2 AF, AF-2, AF-4. Agriculture-Forestry Districts

- (a) Permitted Uses:
 - i. Farming and forestry
 - ii. Single family dwellings
- (b) Uses allowed by Special Permit from the Board of Appeals:
 - i. Educational uses not exempt by M.G.L. Chapter 40A
 - ii. Two-family dwellings
 - iii. Retail sales and services accessory to agriculture or forestry as primary use
 - iv. Social club or lodges
 - v. Open recreational enterprises
 - vi. Earth removal, per §8.2.3
 - vii. Public utilities
 - viii. Cemeteries not exempt by M.G.L. Chapter 40A
 - ix. Marijuana Cultivation
 - x. Other uses not listed here if similar to uses allowed in §5.2.2 (a) in externally observable attributes and compatibility with rural environs.

5.2.3 RS-1, RS-2. Residential Districts

- (a) Permitted Uses:
 - i. Single family dwellings
- (b) Uses allowed by Special Permit from the Zoning Board of Appeals:
 - i. Educational uses not exempt by M.G.L. Chapter 40A
 - ii. Two-family dwellings
 - iii. Multi-family dwellings not exceeding 4 units
 - iv. Farming and forestry on 5 acres or less
 - v. Social club or lodges
 - vi. Cemeteries not exempt by M.G.L. Chapter 40A
 - vii. Public utilities (power lines, transmission and generation facilities excluding solar)

5.2.4 RB. Rural Business District

- (a) Permitted Uses:
 - i. Single and two-family dwellings
 - ii. Agriculture and forestry
 - iii. Agricultural or forestry products processing with cumulative building area of up to 5,000 square feet
 - iv. Retail sales and services with cumulative building area of up to 5,000 square feet and without an accessory drive-through component
 - v. Craft workshops or light assembly shops with cumulative building area of up to 5,000 square feet
 - vi. Open recreational enterprises with cumulative building area of up to 5,000 square feet

- vii. Uses customarily accessory to the above, including parking areas with up to 25 spaces to the rear or side of the principal building

(b) Uses allowed by Special Permit from the Zoning Board of Appeals:

- i. Permitted uses in section (a) with cumulative building area exceeding 5,000 square feet
- ii. Multi-family dwellings not exceeding 4 units
- iii. Business, professional, or medical offices
- iv. Hotels
- v. Earth removal, per §8.2.3
- vi. Public utilities
- vii. Self-service storage facilities, per §8.7
- viii. Marijuana cultivation or production, per §8.10
- ix. Other uses similar to §5.2.4(a) in externally observable attributes.

(c) Special requirements

- i. Accessory parking areas exceeding 25 spaces require a Special Permit
- ii. Accessory parking area to the front (facing the street) of the principal building requires a Special Permit

5.2.5 NB. Neighborhood Business District

(a) Permitted Uses:

- i. Single and two-family dwellings
- ii. Retail sales and services less than 1,000 gross square feet of floor area and without an accessory drive-through component
- iii. Business, professional, or medical office less than 1,000 gross square feet of floor area

(b) Uses allowed by Special Permit from the Board of Appeals:

- i. Non-residential uses in § 5.2.5(a) exceeding 1,000 square feet of floor area and without an accessory drive-through component
- ii. Multi-family dwellings
- iii. Lodging houses
- iv. Hotels
- v. Non-profit clubs or lodges
- vi. Parking lots or parking garages, as a principal use
- vii. Craft workshop or light assembly shop
- viii. Farming and forestry on less than 5 acres of land
- ix. Public utilities
- x. Other non-industrial uses if similar to § 5.2.5(b) in externally observable attributes and compatibility with residential environs.

(c) Special Standards for non-residential uses:

- i. Hours of retail operation are limited to the period between 7 a.m. and 9 p.m. Hours of non-retail operation, if wholly contained within the building premises, may extend beyond the hours of retail operation if the activity has no impact on adjoining residential uses or buildings.

5.5 Dimensional Requirements**5.5.1 Dimensional requirements schedule, principal use buildings**

	Minimum Lot Size (square feet)	Minimum Lot Frontage (linear feet)	Minimum Front Yard and Street Line Setback (a) (linear feet)	Minimum Side Yard Setback (linear feet)	Minimum Rear Yard Setback (linear feet)	Maximum Building Height (linear feet)
RE	no minimum dimensional requirements					
AF	43,560, plus 22,500 per dwelling unit after first	150	25	15	30	28
AF-2	87,120	200	25	15	30	28
AF-4	174,240	250	25	15	30	28
RS- 1	15,000, plus 5,000 per dwelling unit after 2nd	100	15	10	30	28
RS-2	22,500, plus 5,000 per dwelling unit after first	150	25	15	30	28
RB	43,560, plus 22,500 per dwelling unit after first	200	25	15	30	28
NB	10,000	75	15	10	30	28
CB	no minimum lot size	no minimum lot frontage	Edge of sidewalk, OR 10 max if no sidewalk	0, if there is access to rear of lot over a drive at least 12 in width	15	36
GB	no minimum lot size	no minimum lot frontage	25	0, if there is access to rear of lot over a drive at least 12 in width OR 30 where a new commercial use abuts an existing residential use	30	36
ID	87,120	no minimum lot frontage	25	15 OR 50 where a new industrial use abuts an existing residential use	30	50
HI	no minimum lot size	no minimum lot frontage	25	0, if there is access to rear of lot over a drive at least 12 in width	15	50

(a) No building need provide a street line setback greater than that of the principal buildings on 3 out of 4 adjoining properties on the same side of the street.

MONTAGUE, MA

- PERC TEST & RESULTS



**18 November 2021-Soil Evaluations & Percs
Federal St.Property- Map 48, Lot 148, 2.91 Ac
Town of Montague Property**

**Evaluator:
Kathryn H. Bridges, RS, SE # 247
Witness: Daniel Wasiuk, Board of Health
Excavator: Town of Montague DPW
Job # 21-032**



Test Pit # 1



Test Pit # 1



Perc Test # 1



Test Pit # 2



Test Pit # 2



Perc Test # 2



Test Pit # 3



Test Pit # 3



Test Pit # 4



Test Pit # 4



Layers

Property

Selection

MainStreet Maps

1 : 1693

- Parcels (Yellow)
- Parcels (12/31/2019)
- Non-Assessed Parcel
- Building
- Private Right-of-Way
- Roadway
- Railroad
- Building (~2017 Microsoft)
- Contours 3m (MassGIS)
- NHESP Certified Vernal Pools
- Potential Vernal Pools
- NHESP Estimated Habitats of Rare Wildlife
- NHESP Priority Habitats of Rare Species
- Major Basins
- Watershed Boundary Dataset (USGS)
- Sub Basins
- Aquifer
- Stream (USGS)
- Water Body (USGS)
- National Hydrography Dataset (USGS)
- Wetland (MA DEP 2017)
- National Wetlands Inventory
- Prime Farmland Soils
- Soils (USDA)
- Soils



42.9212 - 72.9291

18 Nov. '21 8:30 AM
Soil EVALUATION
Federal St. Lot
TOWN OF MONTAGUE



Town of Montague, Massachusetts

Property Record Card

Card 1 of 1

ID: 48-0-0148 Book / Page: 6896-109

[Show Map](#)

Owner: INHABITANTS OF MONTAGUE
Co-Owner: POSSESSION
Mailing Address: 1 AVENUE A
TURNERS FALLS MA 01376

Assessment: Total: \$76,700
Building: \$0, Land: \$76,700, Yard: \$0

Sales History

<u>Grantor</u>	<u>Legal Reference</u>	<u>Sale Date</u>	<u>Sale Price</u>
MARTINBEAULT TERI M	6896-109	8/8/2016	\$0
MOUGIN BRUCE A,	3733-177	2/22/2001	\$35,000



MainStreetGIS, LLC
www.mainstreetgis.com

Land Information

Land Area: 2.91 AC / 126781 SQ FT Zoning: RESIDENTIAL
Land Use: 930 - VAC_SEL-CC
Neighborhood: XG - TRAF GD

Building Information

Units: False
Year Built: 0
Style:
Rooms: 0
Bedrooms: 0
Baths: False
Half Baths: False

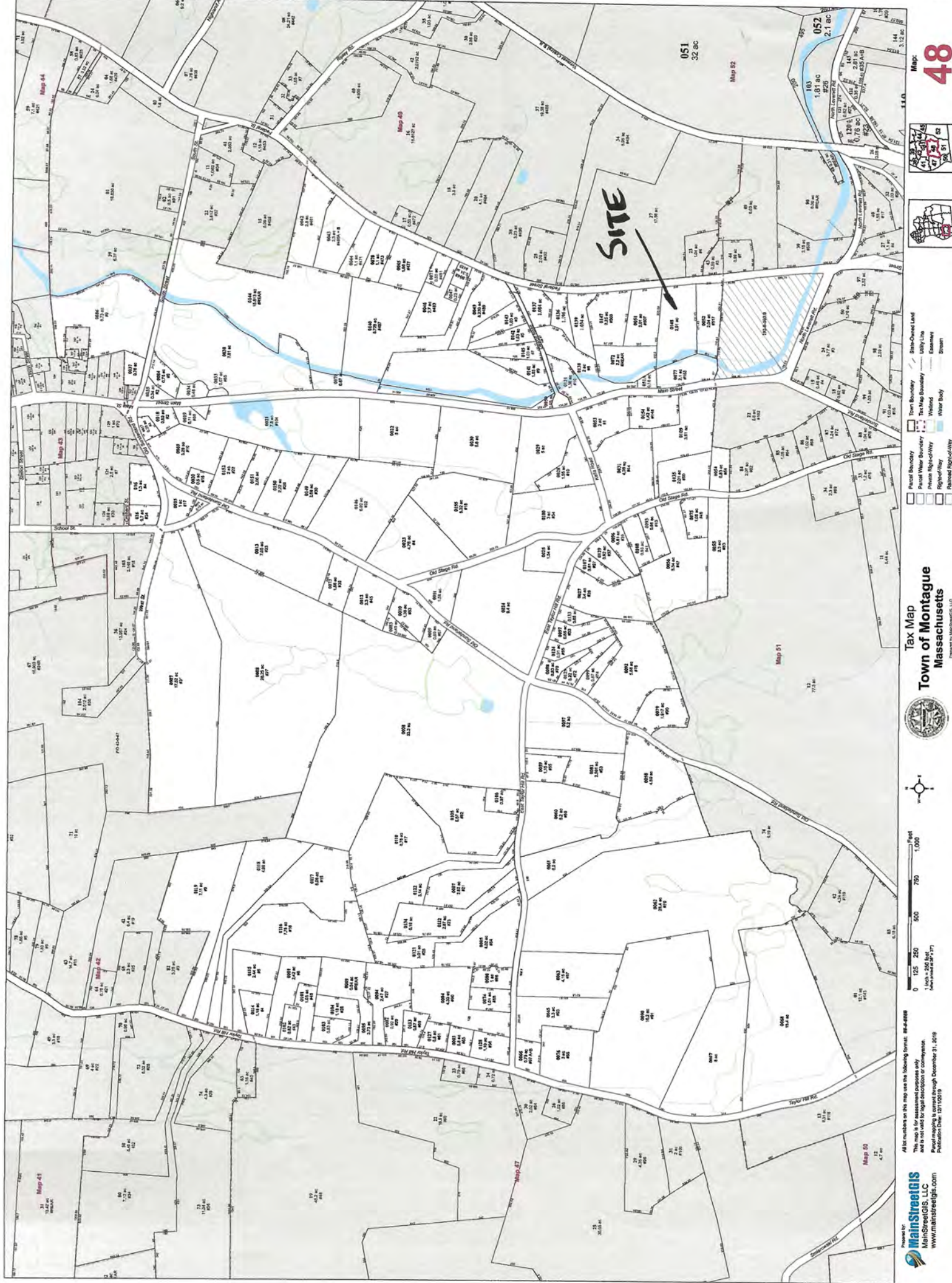
Stories:
Heat Fuel:
Heat Type:
Roof Structure:
Roof Covering:
Kitchens: False
Fireplaces: False

Extra Feat. / Yard Items

<u>Type</u>	<u>Area</u>	<u>Assessment</u>
-------------	-------------	-------------------

Sub Areas

<u>Type</u>	<u>Area</u>	<u>Assessment</u>
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Commonwealth of Massachusetts
City/Town of Montague

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

A. Facility Information

Owner Name Town of Montague
Street Address Federal St. Map/Lot # Map 48 Lot 148 2.91 Ac
City Montague State MA Zip Code 01376

B. Site Information

1. (Check one) ☒ New Construction ☐ Upgrade ☐ Repair
2. Soil Survey Available? ☒ Yes ☐ No If yes: SCS Soils '67 S + A
Soil Name Sudbury Soil Limitations High SWT
Glaciofluvial Landform Outwash Terrace
Soil Parent material
3. Surficial Geological Report Available? ☐ Yes ☒ No If yes: _____
Year Published/Source _____ Map Unit _____
- Description of Geologic Map Unit: _____
4. Flood Rate Insurance Map Within a regulatory floodway? ☐ Yes ☒ No
5. Within a velocity zone? ☐ Yes ☒ No
6. Within a Mapped Wetland Area? ☐ Yes ☒ No If yes, MassGIS Wetland Data Layer: _____
Wetland Type
7. Current Water Resource Conditions (USGS): Nov. 18, 2021 Range ☒ Above Normal ☐ Normal ☐ Below Normal
Month/Day/ Year
8. Other references reviewed: _____



Commonwealth of Massachusetts
City/Town of Montague

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

C. On-Site Review (minimum of two holes required at every proposed primary and reserve disposal area)

Deep Observation Hole Number: 1 & 2 18 Nov. '21 8 30 cloudy 42.5212 -72.5291
 Hole # Date Time Weather Latitude Longitude:
 1. Land Use Field (e.g., woodland, agricultural field, vacant lot, etc.) Vegetation Grasses Surface Stones (e.g., cobbles, stones, boulders, etc.) none Slope (%)
 Description of Location: Vacant Field
 2. Soil Parent Material: Glaciofluvial Outwash Terrace
 Landform Position on Landscape (SU, SH, BS, FS, TS)
 3. Distances from: Open Water Body 200 feet +/- Drainage Way 25 feet +/- Wetlands 200 - 250 feet +/-
 Property Line 70 feet closest Drinking Water Well 100 feet + Other feet
 4. Unsuitable Materials Present: ☐ Yes ☒ No If Yes: ☐ Disturbed Soil ☐ Fill Material ☐ Weathered/Fractured Rock ☐ Bedrock
#1 - 54" #1 - 57"
 5. Groundwater Observed: ☒ Yes ☐ No If yes: #2 - 55" Depth Weeping from Pit #2 - 61" Depth Standing Water in Hole

Soil Log

Depth (In)	Soil Horizon / Layer	Soil Texture (USDA)	Soil Matrix: Color-Moist (Munsell)	Redoximorphic Features			Coarse Fragments % by Volume		Soil Structure	Soil Consistence (Moist)	Other
				Depth	Color	Percent	Gravel	Cobbles & Stones			
# 1	0-16 AP	silt loam	10YR 3/2				-	-	Soft	friab	
	16-22 BW	sand loam	10YR 4/6				-	-	loose	gran	
	22-32 C1	sand	10YR 5/6	39"	7.5YR 5/5	> 5%	-	-	"	"	
	32-39 C2	fine sand	2.5Y 5/6		5Y 5.1	↓	-	-	"	"	
	39-80 C3	c. sand & gravel	10YR 5/4				10-15	5	"	"	
	80 Stopped										
# 2	0-16 AP	silt loam	10YR 3/2				-	-	Soft	friab	
	16-27 BW	sand loam	10YR 4/6				-	-	loose	gran	
	27-30 C1	sand	10YR 5/6	"		> 5%	-	-	"	"	
	30-50 C2	f. sand	2.5Y 5/6	40"	7.5YR 5/5	↓	-	-	"	"	
	50-78 C3	c. sand & gravel	10YR 5/4		5Y 5.1	↓	10-15	5	"	"	
	78 Stopped										

Additional Notes:



Commonwealth of Massachusetts
City/Town of Montague

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

C. On-Site Review (minimum of two holes required at every proposed primary and reserve disposal area)

Deep Observation Hole Number: 394 Hole # 18 Nov. 21 Date 9 AM Time cloudy Weather 42.5212 Latitude 72.5291 Longitude: 0 - 2 Slope (%)

1. Land Use: Vacant lot (e.g., woodland, agricultural field, vacant lot, etc.) Grasses Vegetation none Surface Stones (e.g., cobbles, stones, boulders, etc.) 0 - 2 Slope (%)

Description of Location: vacant lot between # 507 (north) & # 517 (south)

2. Soil Parent Material: Glaciofluvial Landform Outwash Terrace Position on Landscape (SU, SH, BS, FS, TS)

3. Distances from: Open Water Body 200+ feet Drainage Way 25 feet Wetlands 200 - 250 + feet
Property Line 50 feet closest Drinking Water Well 100 feet Other feet

4. Unsuitable Materials Present: ☐ Yes ☒ No If Yes: ☐ Disturbed Soil ☐ Fill Material #3-57 ☐ Weathered/Fractured Rock ☐ Bedrock

5. Groundwater Observed: ☒ Yes ☐ No If yes: #4-96 Depth Weeping from Pit #4-166 Depth Standing Water in Hole

Soil Log

Depth (in)	Soil Horizon / Layer	Soil Texture (USDA)	Soil Matrix: Color-Moist (Munsell)	Redoximorphic Features			Coarse Fragments % by Volume		Soil Structure	Soil Consistence (Moist)	Other
				Depth	Color	Percent	Gravel	Cobbles & Stones			
0-13	Ap	silt loam	10YR 3/2				-	-			
13-26	B	sand loam	10YR 4/6	43"	7.5YR 5/5	>5% ↓	-	-			
26-44	C1	sand	10YR 5/6				-	-			
44-56	C2	f. sand	2.5Y 5/6				-	-			
56-72	C3	f. sand & gravel	10YR 5/4				10-15	5			
72	stopped										
0-13	Ap	silt loam	10YR 3/2				-	-			
13-20	Bw	sand loam	10YR 4/6		7.5YR 5/5	>5% ↓	-	-			
20-32	C1	v. l. sand	10YR 5/6				-	-			
32-40	C2	sand	2.5Y 5/6	40	5Y 5/1		-	-			
40-68	C3	l. sand & gravel	10YR 5/4				10-15	5			
68	stopped										

Additional Notes:



Commonwealth of Massachusetts
City/Town of MONTAGUE

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

D. Determination of High Groundwater Elevation

1. Method Used:

☐ Depth observed standing water in observation hole

☐ Depth weeping from side of observation hole

→ ☒ Depth to soil redoximorphic features (mottles)

☐ Depth to adjusted seasonal high groundwater (S_h)
(USGS methodology)

Obs. Hole # 1

57 inches

2

61

Obs. Hole # 3

64 inches

4

66

54 inches

55

57 inches

56

39 inches

40

43 inches

40

_____ inches

_____ inches

Index Well Number

Reading Date

$$S_h = S_c - [S_r \times (OW_c - OW_{max}) / OW_r]$$

Obs. Hole/Well# _____ S_c _____ S_r _____ OW_c _____ OW_{max} _____ OW_r _____ S_h _____

2. Estimated Depth to High Groundwater: 39 inches (highest in T.P. #1)

E. Depth of Pervious Material

1. Depth of Naturally Occurring Pervious Material

a. Does at least four feet of naturally occurring pervious material exist in all areas observed throughout the area proposed for the soil absorption system?

☒ Yes ☐ No

b. If yes, at what depth was it observed (exclude A and O Horizons)?

c. If no, at what depth was impervious material observed?

#1 - 16

#2 - 16

#3 - 13

Upper boundary: 1 - 13
inches

Upper boundary: _____
inches

#1 - 80

#2 - 78

#3 - 72

#4 - 68

Lower boundary: _____
inches

Lower boundary: _____
inches



Commonwealth of Massachusetts
City/Town of MONTAGUE

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

F. Certification

I certify that I am currently approved by the Department of Environmental Protection pursuant to 310 CMR 15.017 to conduct soil evaluations and that the above analysis has been performed by me consistent with the required training, expertise and experience described in 310 CMR 15.017. I further certify that the results of my soil evaluation, as indicated in the attached Soil Evaluation Form, are accurate and in accordance with 310 CMR 15.100 through 15.107.

Kathryn J. Bridges RS
Signature of Soil Evaluator

Kathryn H. Bridges RS, SE #247
Typed or Printed Name of Soil Evaluator / License #

Daniel Wasilk
Name of Approving Authority Witness

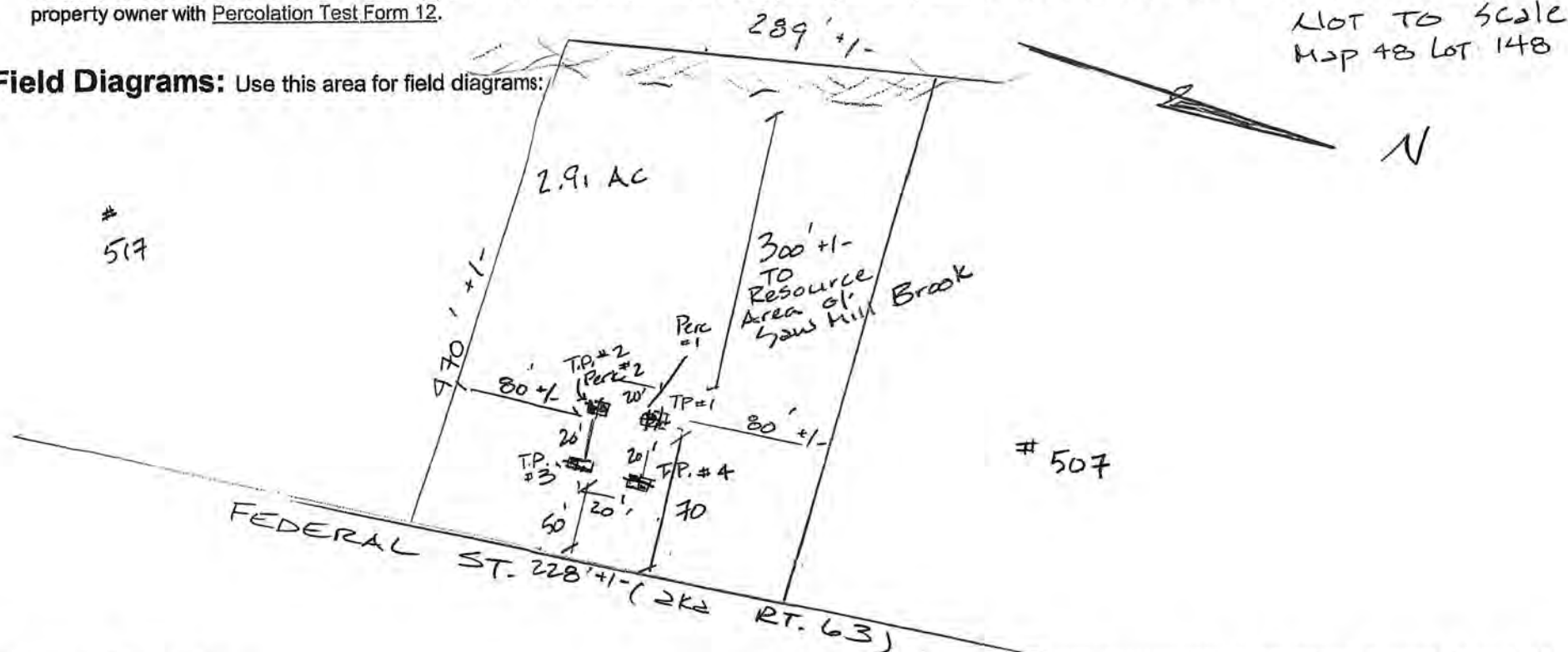
24 November 2021
Date

30 June 2023
Expiration Date of License

Montague Board of Health
Approving Authority

Note: In accordance with 310 CMR 15.018(2) this form must be submitted to the approving authority within 60 days of the date of field testing, and to the designer and the property owner with Percolation Test Form 12.

Field Diagrams: Use this area for field diagrams:





Commonwealth of Massachusetts
City/Town of Montague
Percolation Test
Form 12

Percolation test results must be submitted with the Soil Suitability Assessment for On-site Sewage Disposal. DEP has provided this form for use by local Boards of Health. Other forms may be used, but the information must be substantially the same as that provided here. Before using this form, check with the local Board of Health to determine the form they use.

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



A. Site Information

Town of Montague

Owner Name

1 Avenue A

Street Address or Lot #

Turners Falls

City/Town

Walter Ramsey

Contact Person (if different from Owner)

MA

State

01376

Zip Code

413.836-3200

Telephone Number

B. Test Results

	<u>18 Nov. '21</u> Date	<u>9 AM</u> Time	<u>18 Nov. '21</u> Date	<u>9 AM</u> Time
Observation Hole #	<u>1</u>		<u>2</u>	
Depth of Perc	<u>30"</u>		<u>30"</u>	
Start Pre-Soak	<u>9:05</u>		<u>9:25</u>	
End Pre-Soak	<u>9:20</u>			
Time at 12"	<u>9:20</u>		<u>9:40</u>	
Time at 9"	<u>9:21:30</u>		<u>9:42</u>	
Time at 6"	<u>9:23:45</u>		<u>9:44:30</u>	
Time (9"-6")	<u>2:15</u>			
Rate (Min./Inch)	<u>45 sec / inch</u>		<u>35 sec / inch</u>	

Test Passed: ☒

Test Failed: ☐

Test Passed: ☒

Test Failed: ☐

Kathryn H. Bridges RS

Test Performed By:

Daniel Wasink, BOH

Board of Health Witness

Comments:

NOTE: Maintain 5' from SHWT to bottom SAS
New Construction => NO Variance

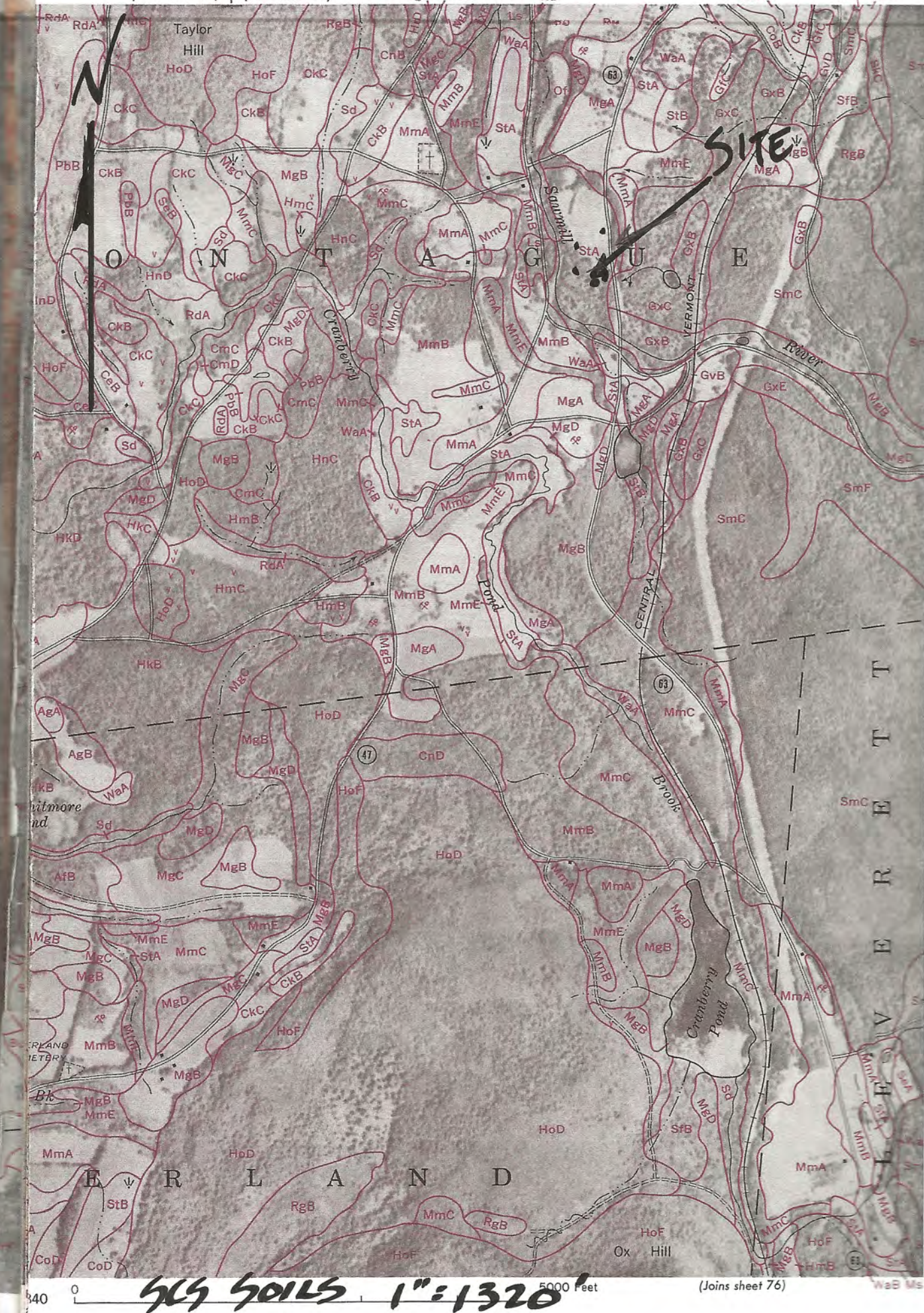


TABLE 6.—*Brief description of soils and their estimates*

Symbol on map	Soil name	Depth to seasonal high water table	Depth to bed-rock	Brief description of soil	Depth from surface
SrB SsB	Stissing silt loam, 0 to 8 percent slopes. Stissing very stony silt loam, 3 to 8 percent slopes.	<i>Feet</i> 0-1	<i>Feet</i> 3-10+	Poorly drained silty soils developed in glacial till derived from phyllite; soils consist of about 1½ feet of silt loam over compact silt loam; contain flat phyllite fragments and some stones.	<i>Inches</i> 0-8 8-16 16-26
→ StA StB	Sudbury fine sandy loam, 0 to 3 percent slopes. Sudbury fine sandy loam, 3 to 8 percent slopes.	1.5	>10	Moderately well drained sandy soils underlain by sand and gravel; soils consist of about 2 feet of fine sandy loam or sandy loam over stratified sand and gravel and, in places, cobbles.	0-10 10-23 23-52
SuB SuC2 SuE2	Suffield silt loam, 3 to 8 percent slopes. Suffield silt loam, 8 to 15 percent slopes, eroded. Suffield silt loam, 15 to 35 percent slopes, eroded.	3-5+	3-10+	Well-drained silty and clayey soils developed in deep deposits of varved silt and clay; soils consist of about 1½ feet of silt loam over clayey material.	0-16 16-24 24-36
Sv	Suncook loamy sand.	2-3+	>10	Excessively drained soil developed in sandy alluvium; soil consists of about 1 foot of loamy sand usually underlain by sand that is gravelly in places; some areas are flooded yearly by stream overflow, usually in spring.	0-13 13-42
SwB SwC SxB	Sutton fine sandy loam, 3 to 8 percent slopes. Sutton fine sandy loam, 8 to 20 percent slopes. Sutton very stony fine sandy loam, 3 to 8 percent slopes.	1.5	3-30+	Moderately well drained soils developed in glacial till derived from schist, gneiss, and phyllite; soils consist of about 2 feet of fine sandy loam underlain by fine sandy loam; contain stones and some boulders; compact below 2½ feet in most places.	0-8 8-24 24-36
SxC	Sutton very stony fine sandy loam, 8 to 15 percent slopes.				
SyB	Sutton extremely stony fine sandy loam, 0 to 8 percent slopes.				
SyC	Sutton extremely stony fine sandy loam, 8 to 25 percent slopes.				
SzA	Swanton very fine sandy loam, 0 to 3 percent slopes.	0-1	>10	Poorly drained sandy soils underlain by varved silt and clay; soils consist of about 1½ feet of very fine sandy loam, fine sandy loam, or sandy loam over clayey material.	0-15 15-24 24-36
SzB	Swanton very fine sandy loam, 3 to 8 percent slopes.				
WaA	Walpole and Wareham fine sandy loams, 0 to 3 percent slopes.	0-1	>10	Poorly drained sandy soils on sandy and gravelly terraces; Walpole soils have a fine sandy loam or sandy loam subsoil; Wareham soils have a loamy sand subsoil; the substratum of both soils is sandy and gravelly. These estimates are for Walpole soils. Those for Wareham soils are listed below.	0-7 7-26 26-36
WaB	Walpole and Wareham fine sandy loams, 3 to 8 percent slopes.			Wareham soils only.	0-7 7-30 30-48
WfA	Warwick gravelly fine sandy loam, 0 to 3 percent slopes.	3-5+	>10	Well-drained sandy and loamy soils developed in glaciofluvial deposits derived from phyllite, schist, and quartzite; soils consist of about 1 foot of gravelly fine sandy loam or gravelly loam over 1-foot of gravelly fine sandy loam underlain by stratified sand and gravel.	0-8 8-20 20-35
WfB	Warwick gravelly fine sandy loam, 3 to 8 percent slopes.				
WfC	Warwick gravelly fine sandy loam, 8 to 15 percent slopes.				
WfD	Warwick gravelly fine sandy loam, 15 to 40 percent slopes.				
WgA	Warwick gravelly loam, 0 to 3 percent slopes.				
WgB	Warwick gravelly loam, 3 to 8 percent slopes.				
WgC	Warwick gravelly loam, 8 to 15 percent slopes.				

MONTAGUE, MA

- NOTICE OF AUCTION
- TERMS & CONDITIONS

COMMONWEALTH OF MASSACHUSETTS
TOWN OF MONTAGUE

Notice is Hereby Given that on Thursday, April 21, 2022 at 12:00 p.m. (noon) at the Montague Town Hall rear parking lot or, in the case of rain, the Montague Town Hall Annex Meeting Room, One Avenue A, Turners Falls, Massachusetts, the Town of Montague, acting by its Selectboard, in accordance with the provisions of Massachusetts General Laws Chapter 30B, Section 16, SHALL OFFER FOR SALE AT PUBLIC AUCTION the hereinafter described property. Bidder registration will commence at 11:00 a.m. A Five Thousand Dollar (\$5,000.00) deposit will be required to pre-qualify for auction participation.

A certain parcel of vacant land located at Federal Street, Montague (between 507 Federal Street and 517 Federal Street), containing 2.91 acres, more or less, shown as "Lot 2" on a plan entitled "Plan of Land Surveyed for Bruce A. & Donna L. Mougin Located in Montague, Massachusetts," dated September 26, 2000, prepared by Daniel L. Werner P.L.S., recorded with the Franklin Registry of Deeds in Plan Book 105, Page 57, and being those premises described in a deed recorded with said Registry in Book 3733, Page 177. See also Judgment in Tax Lien Case recorded with said Registry in Book 6896, Page 109.

TERMS AND CONDITIONS

1. A deposit of Five Thousand Dollar (\$5,000.00) Deposit will be required to pre-qualify for auction participation. Deposits shall be in the form of money order or certified or bank check made payable to the Town of Montague.
2. The parcel will be sold to the highest bidder "AS IS" with no guarantees as to the condition of the improvements, if any, and/or for further construction and/or improvements to the parcel and/or environmental conditions thereon and/or the insurability or marketability of title.
3. The successful bidder shall sign a Purchase and Sale Agreement and shall have thirty (30) days to pay the balance due. Failure to close within 30 days will result in the loss of the deposit. Any and all bids may be rejected if it is deemed by the Selectboard or its designee to be in the best interest of the Town. The successful bidder will be required to pay real estate taxes and a deed recording fee of \$155.00. An 8% buyer's premium will be charged to the successful bidder.
4. Pro forma taxes will be calculated from the date the successful bidder delivers the balance of the purchase price to the Town through Fiscal Year 2023, that is, through June 30, 2023, pursuant to the requirements of G.L. c. 44, §63A.
5. The successful bidder will be required to execute a Disclosure Statement as required by G.L. c. 7C, §38.
6. Any and all bids at such sale or any adjournment thereof may be rejected if in the opinion of the Selectboard or its designee no bid is made which approximates the fair value of the property.
7. Any materials or documents concerning this auction prepared or furnished by the Town or its employees or agents are solely for informational purposes. No warranty or representation is made as to the accuracy or completeness of the information. Prospective purchasers should make their own investigations and draw their own conclusions.

TOWN OF MONTAGUE,
By Its Selectboard

MONTAGUE, MA

- **SAMPLE MEMORANDUM OF SALE
(PURCHASE & SALE AGREEMENT)**

MEMORANDUM OF SALE AT PUBLIC AUCTION

I/We hereby acknowledge that on April 21, 2022, I/We have purchased at public auction by submitting the highest bid for the sale of property from the Town of Montague, acting by and through its Selectboard (the "Town") that certain parcel of land, with any buildings thereon (the "Property"), described as follows:

A certain parcel of vacant land located at Federal Street, Montague, Assessor's Map 48-0-148, containing 2.91 acres, more or less, shown as "Lot 2" on a plan entitled "Plan of Land Surveyed for Bruce A. & Donna L. Mouglin Located in Montague, Massachusetts," dated September 26, 2000, prepared by Daniel L. Werner P.L.S., recorded with the Franklin Registry of Deeds in Plan Book 105, Page 57, and being those premises described in a deed recorded with said Registry in Book 3733, Page 177. See also Judgment in Tax Lien Case recorded with said Registry in Book 6896, Page 109.

The total amount bid for this parcel is

_____ and 00/100
Dollars, (\$_____.00) (the "Purchase Price"). I have this day, paid to the Treasurer of the Town of Montague the sum of Five Thousand and 00/100 Dollars (\$5,000.00) as a deposit (the "Deposit").

I agree to pay, at the closing, in such form as the Town may require, the balance of the Purchase Price, a buyer's premium equal to 8% of the Purchase Price, pro forma taxes through Fiscal Year 2023 (June 30, 2023), pursuant to G.L. c. 44, §63A, and Registry of Deeds recording fees of \$155.00, on or before May 20, 2022. Failure to tender such payment by said date shall void the obligations of the Town to sell the subject property, unless an extension of said payment is agreed to in writing by the Town. In the event I default hereunder, the Town may elect to retain the Deposit, or, in the alternative, seek specific performance, as well as such other damages incurred as a result of said breach. In addition, in the event I default hereunder, the Town reserves the right to sell the Property to the second highest bidder.

I agree that I am purchasing the Property "AS IS," WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, from the Town, and neither the Town, nor any of the Town's employees, agents, contractors or others acting by and through the Town, have made any representation or warranty, direct or indirect, oral or written, express or implied, with respect to the condition of the Property, including, but not limited to, the presence of any hazardous materials at the Property, as such term is defined in Massachusetts General Laws 21E; its fitness for any particular purpose and its compliance with any laws. I acknowledge that any materials or documents concerning the Property which were prepared by the Town or its agents were solely for informational purposes.

This Agreement may not be assigned without the written consent of the Town, which consent may be withheld in its sole discretion.

I agree to execute a "Disclosure Statement for Transaction with a Public Agency Concerning Real Property," pursuant to G.L. c.7C, §38.

Upon full payment of the Purchase Price, and the other amounts due hereunder, the Selectboard for the Town of Montague shall deliver and record a deed conveying the title of the subject property from the Town of Montague to the purchaser(s).

[Signature Page Follows]

SAMPLE

Executed under seal at Montague, Franklin County, Massachusetts this 21st day of April,
2022.

TOWN OF MONTAGUE,
By Its Selectboard

By: _____

Name:

Duly Authorized

Purchaser

Purchaser

Purchaser Address

E-Mail

Telephone