

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, January 26, 2026

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/85461810143>

Meeting ID: 854 6181 0143 Password: 891667 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meeting: January 12, 2026
3. 6:30 **Public Comment Period:** Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:32 **Licenses**
 - Request for approval of a Special and One Day License for Common Variety Café & Market, 485 Federal St., Montague, MA, on February 14, 2026, from 5:00pm to 10:00pm for a Valentine's Day Dinner
5. 6:35 **Personnel Board**
 - New Hires:**
 - Appoint Seth Thompson to Library Community Relations Coordinator effective February 2, 2026, for 13.5 hours per week, Grade G, Step 5 at \$26.53/hour
 - Appoint Anthony Montivirdi to Clean Water Facility (CWF) Administrative Assistant effective 1/27/2026, NAGE Union, Grade H, Step 3, \$23.92/hr., 40 hours/week.
 - Appoint Brandon Bryant as Full-time Police Officer effective 2/1/2026, 37.69 hours per week, Grade P, Step 8 at \$33.35/hour
 - Rate Changes:**
 - William Ketchen, Building Inspector
 - Request to authorize Rate Change to Grade C, Step 6, \$82,882.80/annually, effective July 1, 2025
 - Charlene Langenback, Assistant Treasurer/Tax Collector
 - Request to authorize Rate Change to Grade F, Step 5, \$29.18/hr., effective February 2, 2026
 - Anna Morin, Communications Officer
 - Request to authorize Rate Change to Grade F, Step 2, \$26.70/hr., effective February 2, 2026
 - Marsha Beckwith, Dispatch Supervisor
 - Request temporary out of grade pay in accordance with NAGE contract Article 17 for work during the period of 7/1/25 through 12/31/25 due to extended absence of Lieutenant and Police Chief transition for a one-time payment in the amount of \$1,995.96
 - Resignations:**
 - David Dempsey and Tim Van Egmond from the Montague Energy Committee

Montague Selectboard Meeting
January 26, 2026
Page 2

6. 6:50 **Suzanne LoManto, RiverCulture**
- Authorize Cultural District Investment Grant agreement for \$15,000 with Mass Cultural Council.
7. 6:55 **Brian McHugh, Community Development Program Manager**
- Presentation of the FY25 Montague CDBG Response to Special Conditions
 - 1a – LifePath Elder Social Services Budget
 - 1b – LifePath Home Delivered Meals Budget
 - 1c – Brick House Budget
 - 1d – Wildflower Alliance Budget
 - 1e – Heartwing Budget
 - 2 - Census Block Groups and LMI Statistics for Avenue A Streetscape Project
 - FY25 CDBG Professional Services Contracts for Signatures
 - 2a - Town of Montague and HRA
 - 2b - Town of Montague and Social Service Agencies (2 for LifePath, 1 Brick House, 1 Wildflower Alliance, 1 Heartwing Center)
 - FY26 CDBG Informational Meeting
 - HRA Agenda
 - Town Information Sheet
8. 7:25 **Town Administrator’s Business**
- Article submission deadline for May 2, 2026, Annual Town Meeting: suggested date, Wednesday, March 11th at 4:00pm
 - Six Town Regionalization Planning Board correspondence
 - Rave Alerts Rollout. Sign-up: Text “Montague” to 77295
 - Personnel Policy Manual and Committee Handbook development updates
 - Topics not anticipated in the 48-hour posting requirements

Next Meetings

Finance Committee & Selectboard Meeting: Wednesday, January 28, 2026 @ 6:00pm via Zoom

Selectboard Meeting: Monday, February 2, 2026, 1 Avenue A, Turners Falls, MA, at 6:30pm
1 Avenue A, Turners Falls, MA and via ZOOM

TOWN OF MONTAGUE
Special and One Day License – Application Form
(M.G.L. Ch. 138 S. 14)

CHECK ONE

Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: 2/14/2026

1. Full name, address and phone number(s) of the organization making this application:
COMMON VARIETY CAFE + MARKET
485 FEDERAL ST. MONTAGUE, MA 01096

2. Full name, address and phone number(s) of manager who shall be responsible for the license:
TAWNI BENICK 503-808-0738 Tawni@commonvarietyma.com
MOLLY BOTNICK 314-718-0159 DAVID D'AUROLO 330-931-8935

3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES NO _____

4. Nature of Event VALENTINES DAY ANNER Number of Attendees 50

5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES _____ NO

6. Location where event shall be held: OUR RESTAURANT, 485 FEDERAL

7. Has the approval of the property owner been obtained? YES WE OWN THE BUILDING NO _____

8. Exact times of the license: FROM 5 o'clock PM TO 10 o'clock PM

9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES _____ NO If so, when? _____

10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES _____ NO

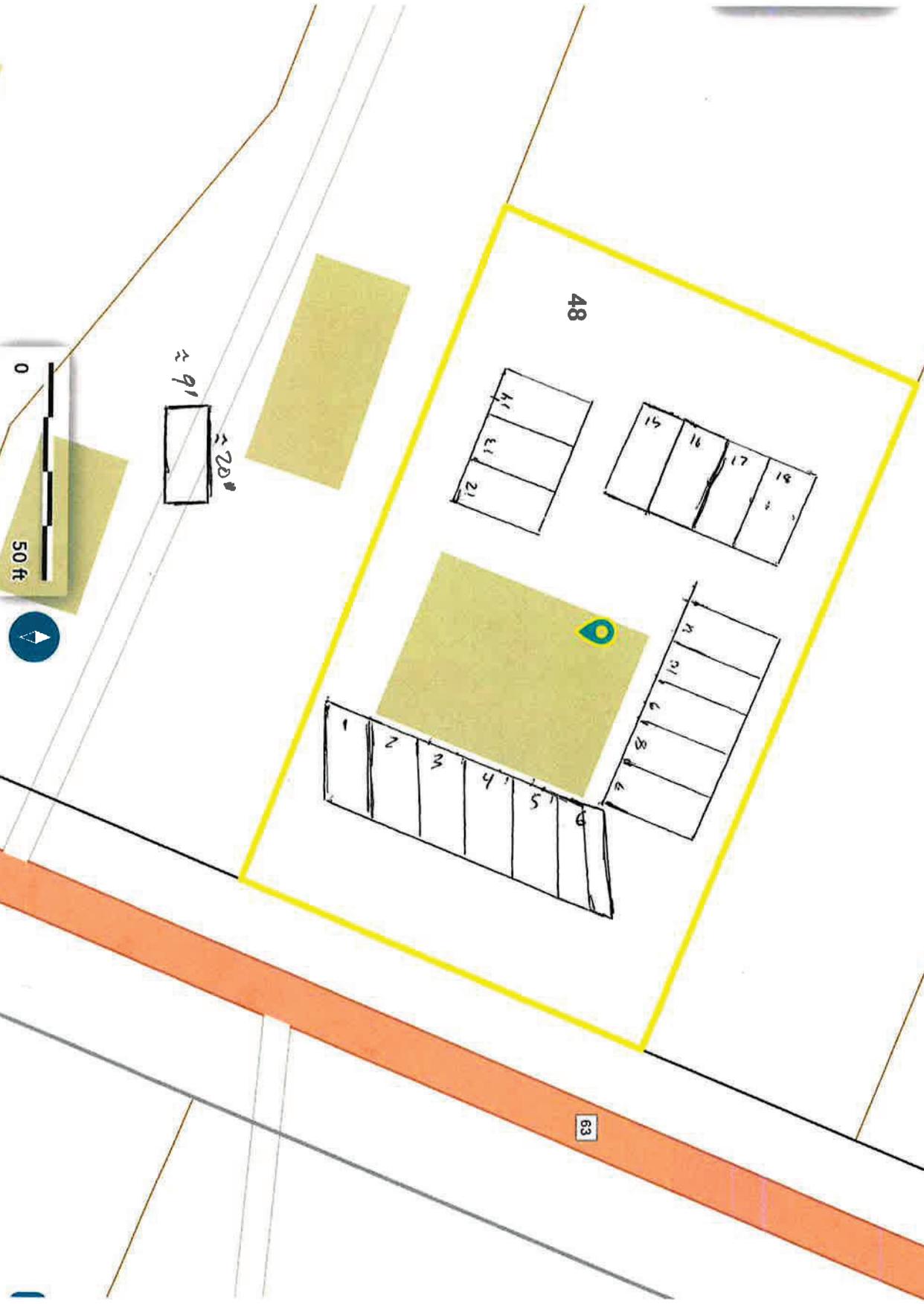
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.

12. Proof of Liquor Liability Insurance provided? YES. WEBBER GRINNELL Date 1/13/26

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.
Paul Ben OWNER Date 1/10/2026
Authorized Representative and Title Date

| | |
|--|---------------------------------|
| Office Use Only: | Date Approved: _____ |
| # Days Permit Issued For: _____ | Dates License Issued for: _____ |
| Police Chief Signature: <u>[Signature]</u> | |
| Select Board Chair Signature: _____ | |

485 FEDERAL STREET PARKING MAP



LACHLAN THOMPSON

PROJECT MANAGER

TO:

Montague Public Libraries
Montague, Massachusetts

During the winter of my sophomore year of college, I looked out a classroom window at a long line forming at The Scottish Storytelling Center across the street. On a whim, I joined the crowd—and found myself listening to Daniel Allison perform folklore to an enraptured audience. One story, *The Makers of Dreams*, has stayed with me for years. It reminded me that narratives don't just reflect who we are; they show us how we belong.

That moment cemented a belief that has guided my work across public art, education, and independent publishing: the power of storytelling—and information access—to build stronger, more connected communities. I am excited to apply for the Community Relations Coordinator position at Montague Public Libraries, where I can bring this belief to life through outreach, communication, and public programming.

I value the care it takes to navigate competing needs and perspectives and I thrive at the intersection of idealism and pragmatism. Since 2018, I've worked across the Connecticut River Valley as a project manager and community advocate, leading partnership-based initiatives that center inclusion, accessibility, and interdisciplinary collaboration. Whether organizing events or maintaining a dynamic online presence, I understand how strategic communication and behind-the-scenes coordination drive meaningful connection.

In my current role as Creative Director of Fortuna Major Press, I lead the full lifecycle of community-rooted publications—developing content, overseeing marketing campaigns, and building relationships with audiences and partners around the world. I'm especially drawn to this role's emphasis on building relationships with local organizations and underserved communities, as well as supporting programs that reflect Montague's values of access and equity.

Montague has long been a place where I've witnessed creative, meaningful public service—and I'd be honored to contribute to its public library system. Please feel free to contact me at 612-229-3886 or lachlangthomp@gmail.com to schedule a conversation. Contact information for my professional references, including Isabella Gitana and Maddie McDougal, can be found on my resume.

Sincerely,
Lachlan Thompson (they/them)

LACHLAN THOMPSON

PROJECT MANAGER

CONTACT

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUMMARY

Experienced professional with a diverse background spanning roles in project management, community advocacy, and creative consultation. Demonstrated success in fostering inclusive environments, advancing social progress, and amplifying marginalized voices through interdisciplinary programs and collaborative initiatives. Skilled in content development, internal and external communications, marketing, and scholarly inquiry.

SKILLS

- Community Outreach & Engagement
 - Internal & External Communications
 - Integrated Marketing & Communications
 - CRM & CMS Management
 - Publication & Content Development
 - Program Evaluation & Impact Reporting
 - Stakeholder Relationship Management
 - Canva & Adobe Creative Suite
-

PROFESSIONAL EXPERIENCE

Creative Director & Editor

Fortuna Major Creative Co
2020-Present

- Founded an independent press, overseeing three mission-driven publications with an international reach
- Manages the entire publication lifecycle: content identification, curation, graphic design, copywriting, copyediting, marketing, and distribution
- Leads strategic marketing campaigns to enhance brand visibility and community partnerships
- Maintains and analyzes databases, newsletter, and website to capture outputs and key metrics of company services
- Implements processes and strategies to optimize the balance between press mission development, order fulfillment rates, and gross margins

Community Violence Prevention Coordinator

Freelance Position

Survivor Arts Collective
2019-Present

- Maintains and analyzes CRM database to streamline communications and enhance client relationships while complying with confidentiality standards
- Manages interdisciplinary public art and advocacy projects, serving as the primary contact for project-related questions and correspondence
- Co-researches, designs, and facilitates training programs for various organizations and communities, including BIPOC, LGBTQ+, Disabled, and Neurodiverse identified people

EDUCATION

Hampshire College

Bachelor of Arts

Concentrating in Education, Sociology,
and Applied Art & Design

2016-2020

CERTIFICATIONS

- Social Media Marketing
Hubspot Academy
Issued October 2024
 - Movement Journalism for Liberation
Futures
Prism Reports
Issued September 2024
-

Community Collaborations Coordinator

Resilient Community Arts
2022-2023

- Spearheaded the development of the guest facilitator program, enhancing collaborations with artists, businesses, and nonprofits
- Implemented streamlined communication systems between internal roles, established standards for guest program proposals, and oversaw the execution of approved events
- Maintained expense accounts and budgeting for guest facilitator program.
- Managed and trained a multifaceted team of staff and guests in the arts studio and online, ensuring successful program implementation.

LACHLAN THOMPSON

PROJECT MANAGER

REFERENCES

Isabella Gitana
from Survivor Arts Collective
isabellagitanawoolf@gmail.com
413-230-8816

Maddie McDougal
from Resilient Community Arts
maddie@resilientcommunityarts.org
860-338-0822

PROFESSIONAL EXPERIENCE

Research Artist in Residence

Knoxville Museum of Art
2023-2023

- Merged passion for art with scholarly inquiry
- Researched and analyzed archaeological and archival materials
- Used auto-ethnographic methods to illustrate cultural history and folklore
- Documented artistic process and insights for a forthcoming publication by the Kolaj Institute, contributing to cross-cultural dialogue within the artistic community

Teaching Assistant in Historic Archaeology

Hampshire College
2018-2018

- Supported Professor Rachel Ama Asa Engmann in teaching "People Without History": Historical Archaeology of Atlantic Africa and the African Diaspora
- Conducted weekly individual student support sessions, offering personalized feedback on research projects and curation work
- Contributed to fostering an inclusive and dynamic learning environment, encouraging critical engagement with historical scholarship

Research Assistant in Historic Archaeology

Hampshire College
2017-2018

- Prioritized daily activities to meet competing deadlines
 - Conducted comprehensive research and analysis of artifacts from a site in Accra, Ghana by examining their historical significance and cultural context.
 - Conducted archival research to interpret artifact use and symbolism
 - Worked both independently and collaboratively to play a pivotal role in the publication of scholarly work, writing a narrative summary of key findings, cultural timeline, and the broader implications for the so called "hidden" histories of Africans and African diasporans
-

**TOWN OF
MONTAGUE
MASSACHUSETTS**



Selectboard
One Avenue A
Turners Falls, MA 01376

413-863-3200
Ext. 108

1/15/2026

Dear Seth "Lachlan" Thompson:

We are pleased to offer you the position of Community Relations Coordinator and excited to have you join us in service to this great community! This position is located at the Carnegie Library and you will maintain a 13.5-hour work week. Your work schedule will be finalized with your supervisor upon position start and in accordance with terms defined in the Town's collective bargaining agreement with the National Association of Government Employees (NAGE) Union Local R1-325.

In accordance with the NAGE contract, this position appears on the Grade G scale. Based on your experience, you will start this position at G5 with a wage of \$26.53/hour. Additional steps and cost of living adjustments are granted annually on July 1 of each year. Other benefits are further described in the NAGE contract and in the onboarding package that will be provided to you by the Selectboard Office.

This offer is made contingent upon your signature below, satisfactory results of a CORI check, and subsequent appointment by the Montague Selectboard, acting in its role as Personnel Board for the Town.

Acceptance of offer:

Caitlin Kelley, Library Director Date

1/21/26

Lachlan Thompson Date 01/21/2026

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # _____

Board Authorizing **Appointment**: Selectboard Meeting Date: 1-26-2026

Authorized Signature: _____

Board Authorizing **Wages**: Selectboard Meeting Date: 1-26-2026

Authorized Signature: _____

General Information:

| |
|---|
| Full name of employee: <u> Seth "Lachlan" Thompson </u> Department: <u> Libraries </u> |
| Title: <u> Community Relations Coordinator </u> Effective date of hire: <u> 2/2/2026 </u> |

New Hire:

| |
|---|
| Permanent: <u> Y </u> <u> N </u> If temporary, estimated length of service: _____ |
| Hours per Week: <u> 13.5 </u> Union: <u> NAGE </u> |

Wages:

| |
|--|
| Union: <u> NAGE </u> |
| Wages: Grade <u> G </u> Step <u> 5 </u> Wage Rate: <u> \$26.53 (annual/ hourly) </u> |
| Notes: |

Copies to:

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

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 2060

General Information:

Full name of employee: Anthony Montivirdi Department: CWF

Title: Wastewater Technician Effective date of change: 1/27/2026

New Hire:

Permanent: ___Y ___N If temporary, estimated length of service: _____

Hours per Week: _____ Union: _____

Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)

Board Authorizing: _____ Date of Meeting: 1/26/26

Grade/Step/COLA Change:

Union: UE → NAGE

Old Pay: Grade UE F1 Wage Rate: \$25.92 (annual/hourly)

New Pay: Grade NAGE H3 Wage Rate: \$23.92 (annual/ hourly)

Notes: Internal transfer from CWF Wastewater Technician to CWF Administrative Assistant

Termination of Employment:

Resignation: _____ Layoff: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

_____ Other/Specify: _____ Termination Date: _____

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board



Town of Montague • Massachusetts

Clean Water Facility

34 Greenfield Rd
Montague, MA 01351
TEL. (413) 773-8865

January 22, 2026

Anthony Montivirdi
11 K St, Apartment 1
Turners Falls, MA 01376

Dear Anthony:

We are pleased to confirm your transition from the position of CWF Wastewater Technician to CWF Administrative Assistant with the Town of Montague Clean Water Facility, effective January 27, 2026.

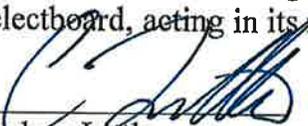
We appreciate your service in your current role and look forward to your continued contributions to the Town in this new capacity.

Your current position of CWF Wastewater Technician is classified at Grade F, Step 1, at an hourly rate of \$25.92, and is governed by the UE bargaining agreement. Upon transition, your new position of CWF Administrative Assistant will be classified at Grade H, Step 3, with an hourly rate of \$23.92, and will be governed by the National Association of Government Employees (NAGE) collective bargaining agreement.

This position is located at Clean Water Facility and is scheduled for 40 hours per week, with a schedule established in accordance with the terms of the NAGE collective bargaining agreement.

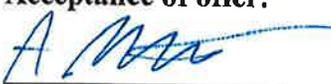
All accrued leave balances will transition with you as they exist at the time of this position change on January 27, 2026, and will thereafter be administered in accordance with the NAGE collective bargaining agreement and applicable Town policies.

This transition is contingent upon satisfactory completion of appointment by the Montague Selectboard, acting in its role as Personnel Board for the Town.


Chelsey Little
CWF Superintendent

1/22/2026
Date

Acceptance of offer:


Anthony Montivirdi

1-22-2026
Date

Brandon Bryant**Jason Haskins**

Chief of Police
Montague Police Department
180 Turnpike Road
Turners Falls, MA 01376

Dear Chief Haskins,

I am writing to express my interest in the Police Officer position with Montague Police Department. I bring 6+ years of law enforcement experience, proven skills in investigation, crisis intervention, and community policing, and a commitment to integrity and service. I am eager to contribute to your department's mission of protecting the community and building public trust.

In my current role as Patrol Officer with Erving Police Department, I have:

- Responded to a wide range of incidents including emergency calls, domestic disturbances, and traffic collisions while maintaining calm, clear communication and ensuring public safety.
- Conducted thorough investigations, gathered and preserved evidence, and prepared detailed reports used in prosecutions.
- Built strong community relationships through outreach programs, de-escalation efforts, and proactive patrol strategies that reduced repeat incidents.
- Trained and mentored new officers in procedures, patrol tactics, and de-escalation techniques to improve unit performance and safety.

I hold certifications in CPR/First Aid, Full-Time Post Certified Officer, field training, crisis intervention, and I consistently pursue continuing education to stay current with best practices in law enforcement and community-oriented policing.

I would welcome the opportunity to bring my experience and dedication to the Montague Police Department. Thank you for considering my application. I look forward to the possibility of serving the community as a member of Montague Police Department.

Sincerely,

Brandon Bryant

Brandon Bryant

Contact Information

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Skills

- Safety and Security
- Problem Solving
- Attention to Details
- Communication
- Adaptability
- Teamwork

Experience

Erving Police Department / Full-Time Patrol Officer

FEB 2021-PRESENT, Erving, MA

- Respond to calls relayed by the dispatcher, such as domestic disputes, assaults, and vandalism
- Completed thorough reports to describe each incident
- Enforce traffic regulations
- Answer calls and complaints
- Participate in community outreach events

ANTI-Crime Task Force

OCT 2023 - PRESENT, Northwestern District

Deerfield Police Department / Part-Time Patrol Officer

JUNE 2019-JUNE 2024, Deerfield, MA

- Worked under the direction of a sergeant
- Responded to calls for assistance
- Direct traffic and participate in emergency operation activities

Education

Greenfield Community College / Associate of Criminal Justice

SEP 2017-SEP 2019, Greenfield, MA

Frontier Regional High School / High School Diploma

SEP 2012-JUNE 2016; South Deerfield, MA

Certifications

Full-Time Police Officer/ MPTC Bridge Academy Training Program

Field Training Officer

Crisis Intervention Certified



**Montague Police
Department
180 Turnpike Road
Turners Falls, MA 01376**

**(413) 863-8911
(413) 863-3210 (fax)**



Chief Jason D. Haskins

Dear Brandon Bryant,

On behalf of the Montague Police Department, I am pleased to extend to you a **conditional offer of employment** for the position of **Full-Time Police Officer**.

This offer allows for employment to **commence prior to the completion of all pre-employment requirements**. Continued employment is expressly **conditional upon the successful completion** of all remaining requirements, including but not limited to:

- A comprehensive background investigation
- Medical examination and psychological evaluation
- Drug screening
- Physical ability testing, if applicable
- Verification of credentials and certifications
- Any additional requirements mandated by Massachusetts law, the Municipal Police Training Committee (MPTC), or departmental policy

Your anticipated start date is **Sunday, February 1, 2026**. During this conditional period, you will serve at the discretion of the Montague Police Department. **Failure to successfully complete any portion of the pre-employment process may result in immediate dismissal.**

This conditional offer does not constitute a contract of employment, nor does it guarantee continued employment or appointment as a permanent Police Officer.

If you wish to accept this conditional offer, please sign and return a copy of this letter by 1/22/26. Should you have any questions regarding this offer or the conditions outlined above, please contact me directly.

We appreciate your interest in serving the Montague community and look forward to working with you during this conditional employment period.

Sincerely,
Jason Haskins
Chief of Police
Montague Police Department

Accepted by: Brandon Bryant

Applicant Signature
Date: [Signature] 1/26/26

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # _____

Board Authorizing **Appointment:** SELECTBOARD Meeting Date: 1/26/2026

Authorized Signature: _____

Board Authorizing **Wages:** SELECTBOARD Meeting Date: 1/26/2026

Authorized Signature: _____

General Information:

| | |
|--|---------------------------------------|
| Full name of employee: <u>Brandon Bryant</u> | Department: <u>Police</u> |
| Title: <u>Police Officer</u> | Effective date of hire: <u>2/1/26</u> |

New Hire:

| | |
|---|--|
| Permanent: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | If temporary, estimated length of service: _____ |
| Hours per Week: <u>37.69</u> | Union: <u>NEPBA Local 183</u> |

Wages:

| |
|--|
| Union: <u>NEPBA Local 183</u> |
| Wages: Grade <u>P</u> Step <u>8</u> Wage Rate: <u>\$33.35</u> (annual/ <u>hourly</u>) (Patrol) |
| Notes: |

Copies to:

_____ Employee _____ Department _____ Selectboard
_____ Accountant _____ Retirement Board _____ Town Clerk

Town of Montague Personnel Status Change Notice Rate Changes

Authorized Signature: _____ Employee # 1968

General Information:

| | |
|---|---|
| Full name of employee: <u>William Ketchen</u> | |
| Department: <u>Building Department</u> | |
| Title: <u>Building Inspector</u> | Effective date of change: <u>7-1-2025</u> |

Grade/Step/COLA Change:

| | |
|---|---|
| Union: <u>NAGE</u> | |
| Old Pay: Grade <u>C</u> Step <u>4</u> | Wage Rate: <u>\$78,132.60(annual)</u> Wage Rate: <u>\$1,502.55 weekly</u> Weekly Incentive: <u>(Police Only)</u> |
| New Pay: Grade <u>C</u> Step <u>6</u> | Wage Rate: <u>\$82,882.80 (annual)</u> Wage Rate: <u>\$1,593.90 weekly</u> Weekly Incentive: <u>(Police Only)</u> Wage Rate: _____ <u>1st week if different</u> Wage Rate: _____ <u>last week if different</u> |
| Stipends | |
| For: _____ | Wage Rate: _____ <u>(annual)</u> Weekly Amount: _____ Wage Rate: _____ <u>1st week if different</u> Wage Rate: _____ <u>last week if different</u> |
| For: _____ | Wage Rate: _____ <u>(annual)</u> Weekly Amount: _____ Wage Rate: _____ <u>1st week if different</u> Wage Rate: _____ <u>last week if different</u> |
| Notes: Retroactive to 7/1/25 voted on 1/26/26 | |

Copies to:

| | | |
|------------------|------------------------|--------------------------|
| _____ Employee | _____ Department | _____ Board of Selectmen |
| _____ Accountant | _____ Retirement Board | |

Town of Montague Personnel Status Change Notice Rate Changes

Authorized Signature: _____

Employee # 1186

General Information:

| |
|--|
| Full name of employee: <u>Charlene Langenback</u> |
| Department: <u>Treasurer/Tax Collector</u> |
| Title: <u>Asst Treasurer/Tax Collector</u> Effective date of change: <u>2-2-2026</u> |

Grade/Step/COLA Change:

| | |
|---------------------------------------|---|
| Union: <u>NAGE</u> | |
| Old Pay: Grade <u>F</u> Step <u>4</u> | Wage Rate: <u>\$28.33</u> (hourly) Wage Rate: _____ weekly Weekly Incentive: _____ (Police Only) |
| New Pay: Grade <u>F</u> Step <u>5</u> | Wage Rate: <u>\$29.18</u> (hourly) Wage Rate: _____ weekly Weekly Incentive: _____ (Police Only) Wage Rate: _____ 1 st week if different Wage Rate: _____ last week if different |
| Stipends | |
| For: _____ | Wage Rate: _____ (annual) Weekly Amount: _____ Wage Rate: _____ 1 st week if different Wage Rate: _____ last week if different |
| For: _____ | Wage Rate: _____ (annual) Weekly Amount: _____ Wage Rate: _____ 1 st week if different Wage Rate: _____ last week if different |
| Notes: Voted on 1/26/26 | |

Copies to:

| | | |
|------------------|------------------------|--------------------------|
| _____ Employee | _____ Department | _____ Board of Selectmen |
| _____ Accountant | _____ Retirement Board | |

Town of Montague Personnel Status Change Notice Rate Changes

Authorized Signature: _____

Employee # 2047

General Information:

| | |
|--|---|
| Full name of employee: <u>Anna Morin</u> | |
| Department: <u>Dispatch</u> | |
| Title: <u>Dispatcher</u> | Effective date of change: <u>2-2-2026</u> |

Grade/Step/COLA Change:

| | |
|---------------------------------------|---|
| Union: <u>NAGE</u> | |
| Old Pay: Grade <u>F</u> Step <u>1</u> | Wage Rate: <u>\$25.92</u> (hourly) Wage Rate: _____ weekly Weekly Incentive: _____ (Police Only) |
| New Pay: Grade <u>F</u> Step <u>2</u> | Wage Rate: <u>\$26.70</u> (hourly) Wage Rate: _____ weekly Weekly Incentive: _____ (Police Only) Wage Rate: _____ 1 st week if different Wage Rate: _____ last week if different |
| Stipends | |
| For: _____ | Wage Rate: _____ (annual) Weekly Amount: _____ Wage Rate: _____ 1 st week if different Wage Rate: _____ last week if different |
| For: _____ | Wage Rate: _____ (annual) Weekly Amount: _____ Wage Rate: _____ 1 st week if different Wage Rate: _____ last week if different |
| Notes: Voted on 1/26/26 | |

Copies to:

| | | |
|------------------|------------------------|--------------------------|
| _____ Employee | _____ Department | _____ Board of Selectmen |
| _____ Accountant | _____ Retirement Board | |

Town of Montague Personnel Status Change Notice Rate Changes

Authorized Signature: _____ Employee # 1063

General Information:

| | |
|---|---|
| Full name of employee: <u>Marsha Beckwith</u> | |
| Department: <u>Dispatch</u> | |
| Title: <u>Dispatch Manager/Office Mgr.</u> | Effective date of change: <u>12/31/25</u> |

Grade/Step/COLA Change:

| | |
|--|--|
| Union: <u>NAGE</u> | |
| Old Pay: Grade ___ Step ____ | Wage Rate: _____ (hourly) Wage Rate: _____ weekly Weekly Incentive: _____ (Police Only) |
| New Pay: Grade ___ Step ____ | Wage Rate: _____ (hourly) Wage Rate: _____ weekly Weekly Incentive: _____ (Police Only) Wage Rate: _____ 1 st week if different Wage Rate: _____ last week if different |
| Stipends For: _____ | Wage Rate: _____ (annual) Weekly Amount: _____ Wage Rate: _____ 1 st week if different Wage Rate: _____ last week if different |
| For: One Time Payment of \$1,995.96. Difference Wage Rate: \$31.83 to \$33.42 (hourly) 5% increase to for the time worked. | |
| Notes: Temporary out of grade pay in accordance with NAGE contract Article 17 for work for the period of 7/1/25 through 12/31/25 due to extended absence of Lieutenant & Police Chief Transition | |

Copies to:
_____ Employee _____ Department _____ Board of Selectmen
_____ Accountant _____ Retirement Board



January 2, 2026

To: The Select Board, Town of Montague

Re: Resignation from the Montague Energy Committee

Due to personal reasons, I find it necessary to end my tenure on the Montague Energy Committee. To that end I am tendering my resignation. If there are any other formalities that I need to address, please let me know so that I can follow through with them.

Thank you for your attention.

Sincerely,

A handwritten signature in blue ink that reads "David Dempsey".

David Dempsey
143 W. Chestnut Hill Rd.
Montague, MA 01351

Timothy Van Egmond
118 East Chestnut Hill Road
PO Box 253
Montague, MA 01351
(413) 367-3142
tim.van.egmond@gmail.com



January 8, 2026

Wendy Bogusz, Town Clerk
1 Avenue A
Turners Falls, MA 01376

Dear Wendy,

Please accept and put into effect my resignation from the Montague Energy Committee. It's been an honor to serve on it.

Sincerely,

A handwritten signature in black ink that reads 'Tim Van Egmond'. The signature is fluid and cursive, with a large loop at the end.

Tim Van Egmond

✓
entered
1/12/26



January 21, 2026

Dear Matthew Lord,

We are pleased to inform you that Town of Montague for Turners Falls Cultural District has been approved for a Cultural District Investment Grant grant of \$15,000 (FY26-DI-CDI-120146) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, both the Healey-Driscoll Administration and the State Legislature showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY26 state budget. This allows us to continue to support Massachusetts' dynamic artists and creative individuals, communities, cultural organizations, schools, and creative youth development across the Commonwealth.

Below you will find your grant contract package, which includes award instructions, required attachments, and reporting obligations. Please review all materials carefully and sign the contract electronically within 14 calendar days of the date of this letter. Prompt execution will help us process your award as efficiently as possible.

For questions about the contract, please contact the financial operations team at finance.helpdesk@mass.gov.

For questions about the program please contact Timothea Pham, Program Officer, Cultural Districts at 617-858-2821 or timothea.pham@mass.gov.

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

A handwritten signature in black ink that reads 'Marc Carroll'.

Marc Carroll
Chair

A handwritten signature in black ink that reads 'David T. Slatery'.

David T. Slatery
Acting Executive Director

Contract Package Instructions

Instructions for Completing this Standard Contract Document

Your e-signature packet includes the following components. Please complete each item:

1. **Standard Contract:** Review this document, sign and date it. To read the content that is hyperlinked in this document, save this document as a pdf to review it, then return here to sign.
2. **Attachment A - Scope of Services and Additional Terms:** Review this document and initial it to acknowledge that you have read and understand.
3. **Attachment B - Additional Terms and Conditions:** Review this document and initial it to acknowledge that you have read and understand.
4. **Attachment D - Credit and Publicity Agreement:** Review this document and initial it to acknowledge that you have read and understand.

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 for Turners Falls Cultural District (and d/b/a): Legal Address: (W-9, W-4): Town Hall 1 Avenue A Turners Falls MA 01376-1115 Contract Manager: Matthew Lord Phone: 413-863-3200 E-Mail: mattl@montague-ma.gov Fax: Contractor Vendor Code: VC6000191893 Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.) | COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART Business Mailing Address: 10 Saint James Ave., 3 rd Fl., Boston, MA 02116 Billing Address (if different): Contract Manager: Marc Sulmonte Phone: 617-858-2823 E-Mail: marc.sulmonte@mass.gov Fax: MMARS Doc ID(s): RFR/Procurement or Other ID Number: FY26-DI-CDI-120146 |
| <p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> 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"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget) | <p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> 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 <i>new</i> total if Contract is being amended). \$15,000 | |
| 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 <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % 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.)

This is a grant of financial assistance to encourage the development and success of the Turners Falls Cultural District in accordance with Massachusetts' Cultural Districts legislative statute.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN Does the Supplier Diversity Program apply?

If YES, the Contractor's annual SDP commitment for this Contract is

If NO, and the department is an Executive Department, enter the appropriate exemption:

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.

2. may be incurred as _____, 20____, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.

3. were incurred as of **July 01, 2025**, 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 **June 30, 2026**, 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:

January 26, 2026

Date:

Matthew Lord

Print Name:

Selectboard Chair

Print Title:

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X:

Date:

Print Name: Catherine Cheng-Anderson

Print Title: Chief Financial Officer

For Internal Use Mass Cultural Council Fiscal Department:
Fiscal Review Completed:

ATTACHMENT B: Additional Terms & Conditions

1. **SCOPE OF CONTRACT.** The Contractor agrees to perform the services described in the application for funding submitted to the Council (the "Application") in accordance with the terms of the Contract. The Contract includes, and incorporates by reference, the Standard Contract Form, the Commonwealth Terms and Conditions, the Application, and the FY26 Cultural District Investment Grant guidelines (the "Guidelines"), as published on www.massculturalcouncil.org.

The Contractor acknowledges that all services must be performed in full compliance with the Commonwealth Terms and Conditions and the Guidelines. In the event of any inconsistency among the Contract documents, the Commonwealth Terms and Conditions shall govern. However, in all cases, the most restrictive applicable provision shall apply to the Contractor. The terms of the Application and the Guidelines are binding unless modified by a written amendment executed by both the Council and the Contractor .

2. **NON-DISCRIMINATION AND ACCESSIBILITY FOR PEOPLE WITH DISABILITIES.** The contractor agrees to abide with all applicable state and federal laws and regulations which prohibit discrimination on the basis of race, color, national origin, ancestry, religion, sex, disability, age, gender identity or expression, sexual orientation, pregnancy or related conditions, veteran or military status, genetic information, or any other legally protected status. The Contractor further agrees to provide equitable access and reasonable accommodation for individuals with disabilities in accordance with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and applicable provisions of Massachusetts law, including M.G.L. c. 151B and Executive Order 526.

The MCC expects the contractor to be in compliance with, but not limited to, the following:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local non-discrimination and accessibility laws

If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim. In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due to the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

3. **PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS.** In accordance with the Contract—including the Standard Contract Form, the Commonwealth Terms and Conditions, the approved Application, and the Guidelines—the Council reserves the right to withhold, reduce, restrict, revert, discontinue, or cancel grant funds, in whole or in part, if the Contractor:
 - Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.

- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents information such as its finances, organization/programming, or other eligibility requirements in the Application and/or in any reports submitted to the Council.

These actions are in addition to any other rights the Council has under the Commonwealth Terms and Conditions, including Sections 4 (Compensation), 5 (Payment), 6 (Availability of Funds), and 7 (Contract Termination)—or under state or federal law.

I have read and understood Attachment B:

Initial

—

ATTACHMENT D

CREDIT and PUBLICITY AGREEMENT

between the

MASS CULTURAL COUNCIL and GRANTEES

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By initialing below the Contractor agrees to abide by these terms and conditions.

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

Approximately 90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to Governor Healey, Lt. Governor Driscoll, and their state representative and senator, thanking them for Mass Cultural Council's budget appropriation and your grant award. For more information on how to find and contact your legislators, visit <https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/>.

2. CREDIT REQUIREMENTS

Mass Cultural Council Credit Logo: All promotional, programmatic, or educational materials related to Council-funded activities must include the official Council credit logo, presented in a clear and prominent manner. This includes but is not limited to:

- a. Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.
- b. Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.
- c. Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7-point font.
- d. Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.
- e. Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.
- f. Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration. Download logo at <https://massculturalcouncil.org/about/contracts/credit-logos/> Verbal Credit: When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances. Multimedia and Press Credit: The Contractor must include Mass Cultural Council

credit in all press releases and audiovisual content, including opening and/or closing credits for videos and digital presentations in connection with grant-funded activities.

3. DONOR RECOGNITION

Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

4. SOCIAL MEDIA AND DIGITAL ENGAGEMENT

Contractors are encouraged to tag Mass Cultural Council in social media posts related to the funded activity, using the following handles:

Instagram: @MassCultural

Facebook: @MassCultural

LinkedIn: @Mass-Cultural-Council

5. COLLABORATORS

Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

6. CO-SPONSORSHIP

Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

7. ADDITIONAL REQUIREMENTS

Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

I have read and understood Attachment D:

Initial



TOWN OF
MONTAGUE
MASSACHUSETTS

Selectboard Office
One Avenue A
Turners Falls, MA 01376

413-863-3200
Ext. 108

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

RE: CDF-G-2025-MONTAGUE -00012; Response to Special Conditions

Dear Ms. McNelis:

The Town of Montague hereby certifies to the Executive Office of Housing and Livable Communities that the Town and its administering agency, Franklin County Regional Housing and Redevelopment Authority, respond to the Additional Special Conditions as follows:

1. *The contractor must submit for the Executive Office's approval a detailed revised budget for these public social services:*
 - a. *Elder Self-Sufficiency public social service program*
 - b. *LifePath Home Delivered meals program*
 - c. *The Brick House Community Resource Center's Youth Education & Prevention (YEP) program*
 - d. *Wildflower Alliance program*
 - e. *Families Learning Together Strong Program*

RESPONSE: Attached please find copies of revised, detailed budgets for the (5) Social Service Agency Programs.

2. *The contractor must submit for the Executive Office's approval a parcel map of the Avenue A Streetscape Phase IV service area, showing the Census Block Groups and the corresponding LMI statistics and dominant land uses.*

RESPONSE: Please refer to Response #2, a parcel map of the Avenue A Streetscape Phase IV Service Area showing block groups and corresponding LMI statistics and dominant land uses.

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) 223-5224 or at bmchugh@frchra.org.

Sincerely,

Matthew Lord
Chair Select Board

cc: Brian McHugh, FCRHRA
Emily McLaughlin, Program Representative, EOHLC

Funding Source: FY25 MONT SOCIAL SERVICES

Case Id: 30229
Name: LifePath Montague Elder Self Sufficiency Program
Address: 101 Munson St., Suite 201
 Greenfield, MA 01301

| Funding Source | Category | Category Detail | Amount |
|----------------------------------|--------------------------------|--|--------------------|
| FY25 MONT SOCIAL SERVICES | Personnel | Supervision/ Direct Personnel/ Fringe (*see detail below) | \$17,581.00 |
| FY25 MONT SOCIAL SERVICES | Rent/Utilities | Computer Software, Telephone | \$26.00 |
| FY25 MONT SOCIAL SERVICES | Supplies and Materials | Program Expenses (Office supplies, informational handouts and resources) | \$667.00 |
| FY25 MONT SOCIAL SERVICES | Travel | Mileage/Travel/Transportation | \$278.00 |
| FY25 MONT SOCIAL SERVICES | Professionals/Staff Training | Meetings, Conferences, Consulting | \$72.00 |
| FY25 MONT SOCIAL SERVICES | Other/Miscellaneous | Marketing, Advertising, Public Information, Indirect Costs | \$1,346.00 |
| FY25 MONT SOCIAL SERVICES | Office Supplies and Operations | Postage, Shipping and Handling | \$30.00 |
| Escrowed Deposited Amount | | | \$20,000.00 |

*

| Personnel | Hourly rate | Hours/year | Total Montague CDBG portion |
|--|-------------|------------|-----------------------------|
| SHINE Program Director | \$ 38.53 | 100 | \$ 3,852.97 |
| SHINE Program Assistant Director | \$ 32.26 | 100 | \$ 3,225.83 |
| Money Management Program Director | \$ 35.71 | 100 | \$ 3,571.43 |
| Money Management Program Assistant | \$ 24.72 | 55 | \$ 1,359.60 |
| Senior Director (Supervision, grant admin) | \$ 59.42 | 22 | \$ 1,307.31 |
| | | | \$ 13,317.14 |
| | | Fringe | \$ 4,263.86 |
| | | Total | \$ 17,581.00 |

Funding Source: FY25 MONT SOCIAL SERVICES

Case Id: 30208

Name: LifePath Montague

Home Delivered Meals

Address: 101 Munson St., Suite
201

Greenfield, MA 01301

| Funding Source | Category | Category Detail | Amount |
|----------------------------------|--------------------------------|--|--------------------|
| FY25 MONT SOCIAL SERVICES | Rent/Utilities | Occupancy costs for the meals kitchen | \$568.33 |
| FY25 MONT SOCIAL SERVICES | Office Supplies and Operations | Office supplies, meal preparation, and related meal cost expenditures (including food and disposables) | \$7,756.83 |
| FY25 MONT SOCIAL SERVICES | Supplies and Materials | Equipment purchase, rental, and maintenance for equipment at the meals kitchen | \$202.13 |
| FY25 MONT SOCIAL SERVICES | Travel | Mileage/travel for staff meetings and home delivered meals, reimbursed at the IRS rate | \$2,001.83 |
| FY25 MONT SOCIAL SERVICES | Professionals/Staff Training | Staff training and meetings and conferences | \$18.10 |
| FY25 MONT SOCIAL SERVICES | Personnel | Wages and salaries and payroll taxes/fringe benefits for all staff involved in supervising or serving the program, including the nutrition director (\$38.93), registered dietitian (\$36.02), nutrition case managers (\$25.75-28.00), kitchen manager (\$31.55), kitchen assistant managers (\$19.00-22.43), and kitchen assistants (\$16.66-18.38). | \$7,184.70 |
| FY25 MONT SOCIAL SERVICES | Other/Miscellaneous | Program Advertising, personnel advertising, printing/reproduction, dues/subscriptions, nutrition consults, outside services, postage, indirect costs. | \$2,268.08 |
| Escrowed Deposited Amount | | | \$20,000.00 |

 Staff Certification

 Date

Funding Source: FY25 MONT SOCIAL SERVICES

Case 30193
 Id:
 Name: **Brick House Community Resource Center**
 Address: 24 3rd Street, PO Box 135
 Turners Falls, MA 01376

| Funding Source | Category | Detail | Amount |
|---------------------------|--------------------------------|--|--------------------|
| FY25 MONT SOCIAL SERVICES | Personnel | Exec Dir \$693.52 (21.80 hrs @ \$31.80 per) Oversight/reports Youth Director \$1574.70 (56.24 hrs @ \$28 per) Supervision AMP Coord. \$2,500.00 (104.17 hrs @ 24 per) Programs Youth Worker \$4,382.80 (219.14 hrs @ \$20 per) Programs Business Manager \$787.50 (31.5 hrs @ \$25 per) Finance Business Asst \$625 (27.17 hrs @ \$23 per) Admin. Support 2 Americorp workers \$3000 (13.6% of \$22,000) Programs Payroll Taxes \$989.63 (9.4%) Fringe \$894.88 (8.5%) | \$15,448.03 |
| FY25 MONT SOCIAL SERVICES | Admin Overhead | Payroll Services \$56.17 (3.2% of budget) D&O Insurance \$36.02 (3.2% of budget) Audit Services \$213.28 (3.2% of budget) External Accounting Services \$320 (3.2% of budget) | \$625.48 |
| FY25 MONT SOCIAL SERVICES | Rent/Utilities | GENERAL LIABILITY \$165.12 (3.2% of budget) MORTGAGE INTEREST \$118.37 (3.2% of budget) RENT (22 3rd St.) \$374.40 (3.2% of budget) GAS, ELECTRIC, WATER \$184.12 (3.2% of budget) MISC FACILITIES \$153.36 (3.2% of budget) | \$1,260.8 |
| FY25 MONT SOCIAL SERVICES | Supplies and Materials | Program Supplies & Materials - art supplies, books, craft paper, paint, sports equipment, games, safety gloves, 3D modeling supplies, batteries, mason jars, etc. - (34.6% of program budget) | \$1,303.55 |
| FY25 MONT SOCIAL SERVICES | Office Supplies and Operations | PHONE & INTERNET \$122.40 (3.2% of budget) COMPUTERS & SOFTWARE \$73.39 (3.2% of budget) OFFICE SUPPLIES \$22.62 (3.2% of budget) POSTAGE & PO BOX \$3.21 (3.2% of budget) PRINTING \$50.14 (3.2% of budget) ADVERTISING \$0.53 (3.2% of budget) | \$272.29 |
| FY25 MONT SOCIAL SERVICES | Professionals/Staff Training | Program Consultants: art, music & dance, game, sports, nutrition & other program facilitators (19% of program budget) | \$1,089.85 |
| | | Escrowed Deposited Amount | \$20,000.00 |

Funding Source: FY25 MONT SOCIAL SERVICES

Case 30216

Id:

Name: Wildflower Alliance (Under the umbrella of the Western Mass Training Consortium)

Address: 187 High Street, Suite 202, Suite 202
Holyoke, MA 01040

| Funding Source | Category | Category Detail | Amount |
|---------------------------|------------------------------|--|--------------------|
| FY25 MONT SOCIAL SERVICES | Personnel | Advocate – direct support and group facilitation (\$20/hr, 4 hrs/wk) Coordinator – direct support, group facilitation, community outreach and promotion of groups (\$28/hr, 5.75 hrs/wk) Payroll Tax & Fringe – 22% of wages | \$15,113.14 |
| FY25 MONT SOCIAL SERVICES | Rent/Utilities | Rental of space for support group, \$50/week | \$2,400.00 |
| FY25 MONT SOCIAL SERVICES | Personnel - Admin Allocation | Administrative support from umbrella organization – HR, fiscal tracking, insurance, etc. | \$2,486.86 |
| | | Escrowed Deposited Amount | \$20,000.00 |

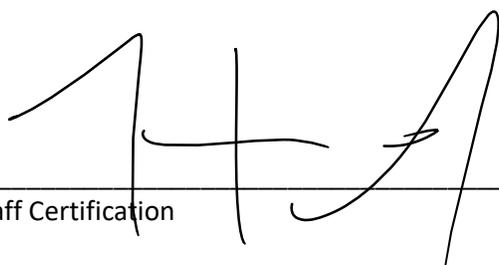
Staff Certification

Date

Funding Source: FY25 MONT SOCIAL SERVICES

Case Id: 30220
 Name: The Heartwing Center
 Address: 78 Avenue A, PO Box 792
 Turners Falls , MA 01376

| Funding Source | Category | Category Detail | Amount |
|----------------------------------|------------------------|---|--------------------|
| FY25 MONT SOCIAL SERVICES | Personnel | Facilitation – Jimena De Pareja: Program Coordinator <ul style="list-style-type: none"> • 12 program hours weekly year round • \$25/hr • Center based and virtual schoolwork support • Reading and Math Summer groups • Summertime partnership with school district free lunch distribution • Liaison between teachers and families to inform afterschool support structure • ETC. Supervision – Heather Wood: Executive Director <ul style="list-style-type: none"> • 1:1 supervision hour weekly • Day to day support Fringe .1065 % | \$19,000.00 |
| FY25 MONT SOCIAL SERVICES | Supplies and Materials | Learning materials, project supplies, snack, copies, participant identified items | \$400.00 |
| FY25 MONT SOCIAL SERVICES | Other/Miscellaneous | Fiscal Oversight – Cindy Skelly: Director of Operations <ul style="list-style-type: none"> • Avg .5 hours weekly • Timesheet, program supplies, budget tracking | \$600.00 |
| Escrowed Deposited Amount | | | \$20,000.00 |

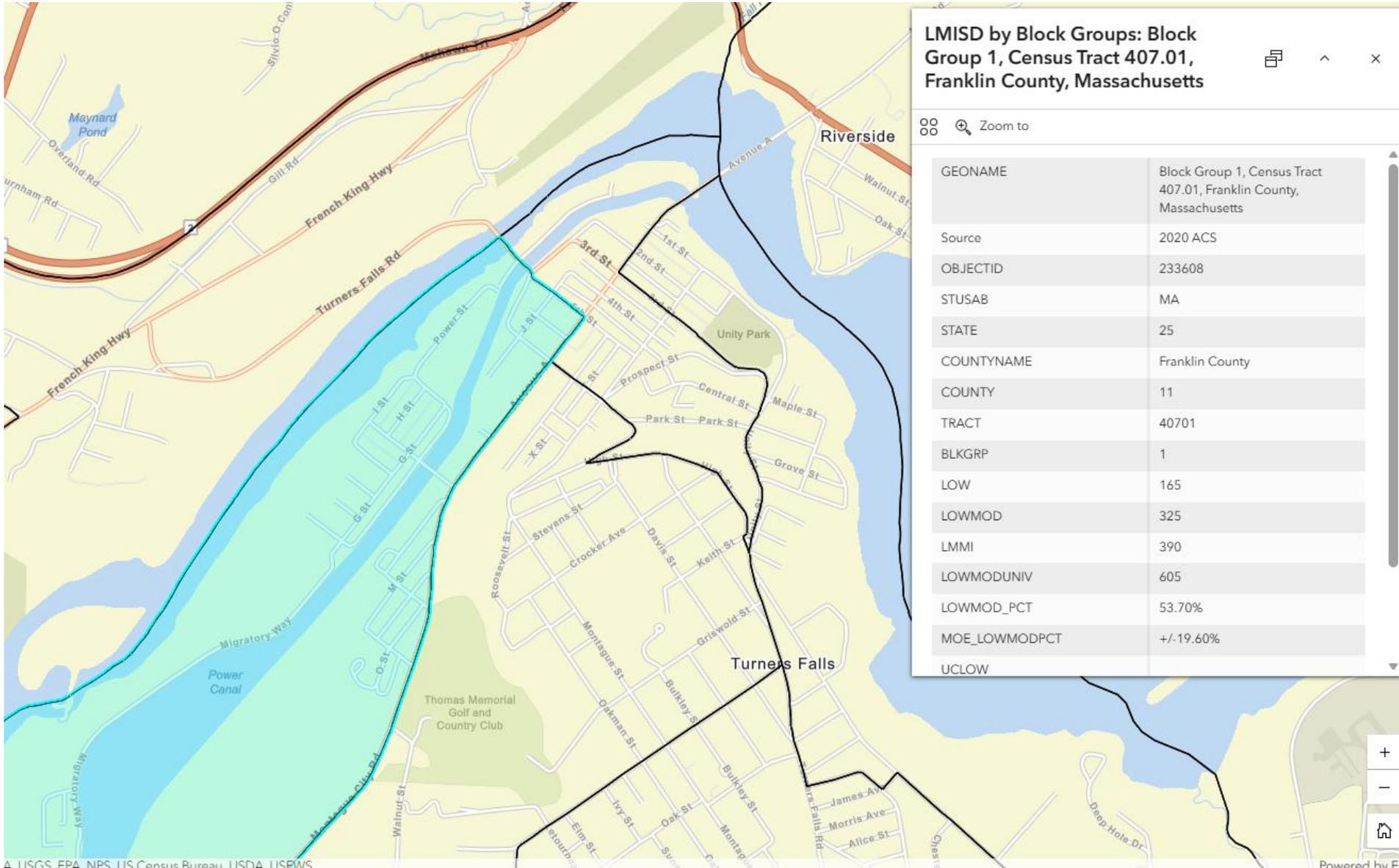


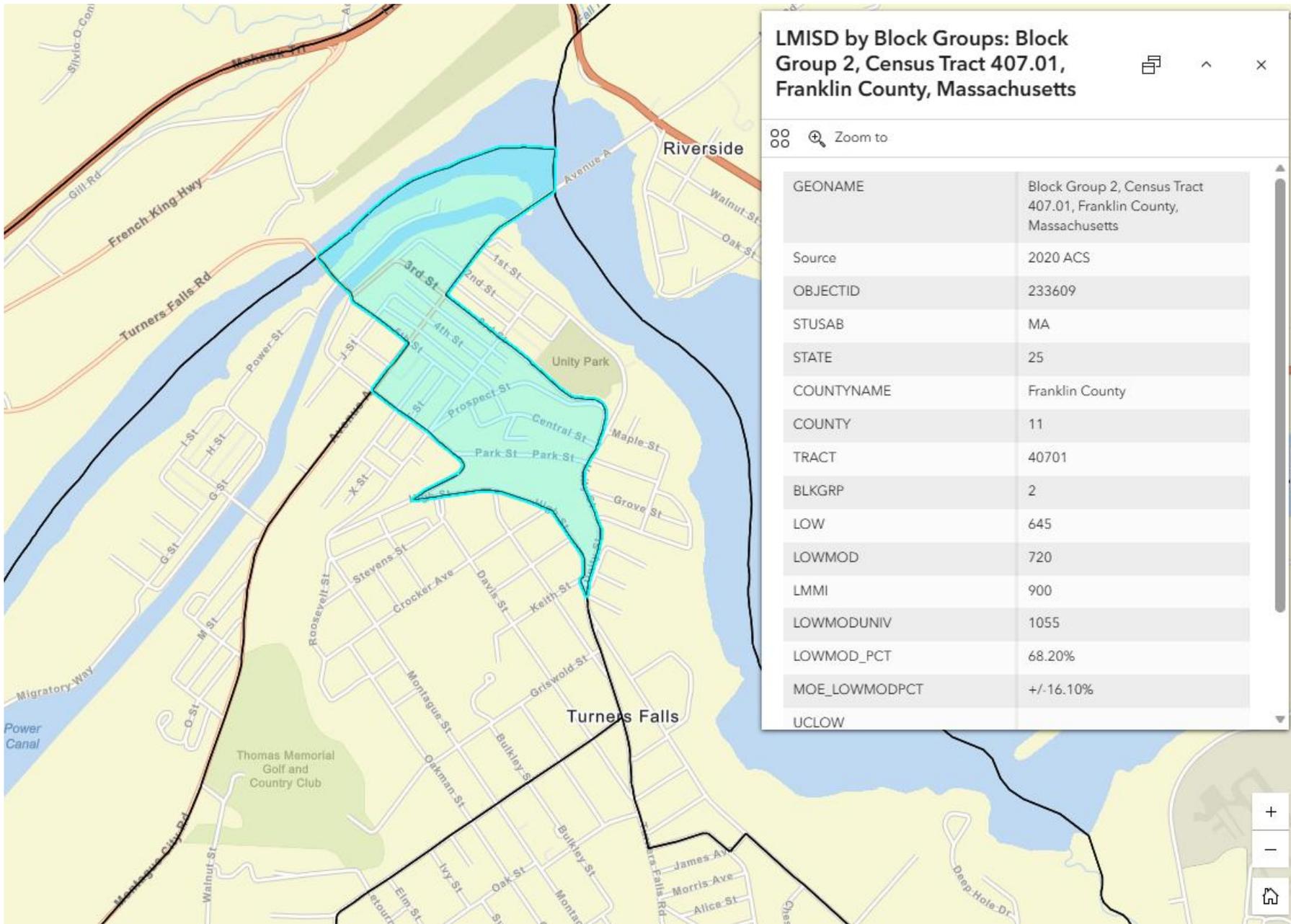
 Staff Certification

December 9, 2025

 Date

| OBJECTID | GEONAME | STUSAB | COUNTYNAME | STATE | COUNTY | TRACT | BLKGRP | LOW | LOWMOD | LMMI | LOWMOD1 | LOWMOD2 | MOE_LOW | Source |
|----------|--|--------|-----------------|-------|--------|-------|--------|-----|--------|------|---------|---------|-----------|----------|
| 233608 | Block Group 1, Census Tract 407.01, Franklin County, Massachusetts | MA | Franklin County | 25 | 11 | 40701 | 1 | 165 | 325 | 390 | 605 | 53.70% | +/-19.60% | 2020 ACS |
| 233609 | Block Group 2, Census Tract 407.01, Franklin County, Massachusetts | MA | Franklin County | 25 | 11 | 40701 | 2 | 645 | 720 | 900 | 1055 | 68.20% | +/-16.10% | 2020 ACS |
| | | | | | | | | | | | | | | 62.95181 |

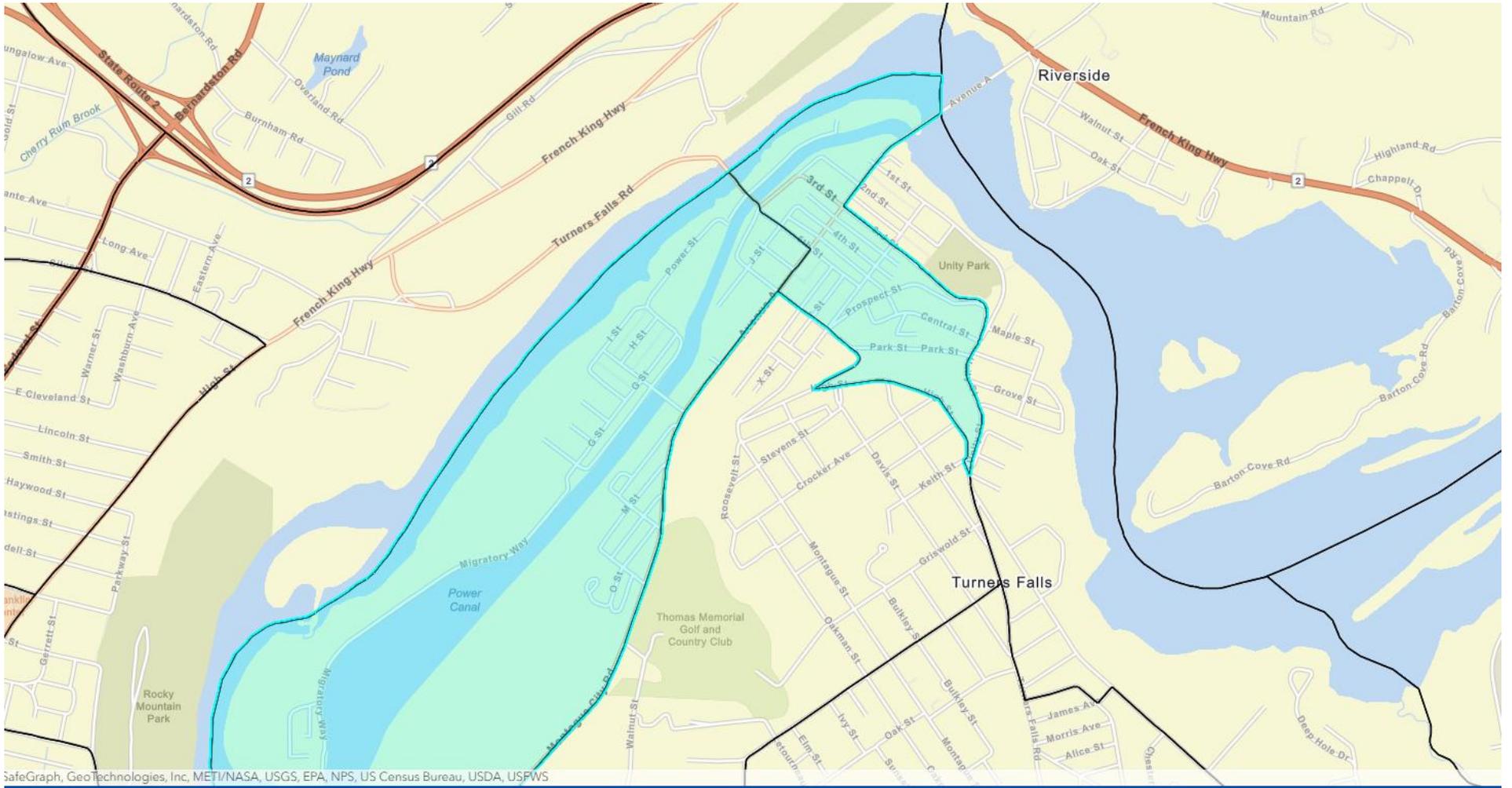




LMISD by Block Groups: Block Group 2, Census Tract 407.01, Franklin County, Massachusetts

Zoom to

| | |
|---------------|--|
| GEONAME | Block Group 2, Census Tract 407.01, Franklin County, Massachusetts |
| Source | 2020 ACS |
| OBJECTID | 233609 |
| STUSAB | MA |
| STATE | 25 |
| COUNTYNAME | Franklin County |
| COUNTY | 11 |
| TRACT | 40701 |
| BLKGRP | 2 |
| LOW | 645 |
| LOWMOD | 720 |
| LMMI | 900 |
| LOWMODUNIV | 1055 |
| LOWMOD_PCT | 68.20% |
| MOE_LOWMODPCT | +/-16.10% |
| UCLW | |



SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

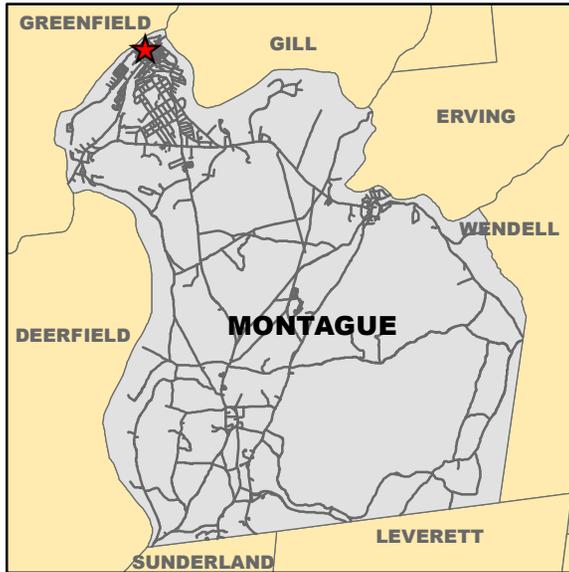
Downtown Turners Falls

Dominant Land Uses: Residential (subsidized housing); public pocket park; commercial

*Franklin County Regional
Housing and Redevelopment
Authority (HRA)*

March, 2025

Area of Detail, Turners Falls, Montague, Ma.



HRA



0 125 250 500 Feet



Sources: Map produced by the Franklin Regional Council of Governments Planning Department. GIS data sources include MassDOT, MassGIS and FRCOG. Depicted boundaries are approximate and are intended for planning purposes only, not to be used for survey.

AGREEMENT

BY AND BETWEEN

TOWN/CITY OF MONTAGUE

AND

FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY

THIS AGREEMENT, was made as of the 26th day of Jan., 2026 by and between the Town/City of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY 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") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of Montague Avenue A Streetscape Improvements 2025 Project, Social Service Agency Programs: Brick House Youth Education and Prevention Program; LifePath, Home Delivered Meals, LifePath Elder Self-Sufficiency, Heartwing Center Learning Together Stronger and Wildflower Alliance Recovery Program (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 2025 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 Chris Nolan-Zeller, Assistant Town Administrator. TELEPHONE 413-863-3200 x 109.

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.

REPORT: Quarterly Report; 15 business days following the end of each quarter.

| QUARTERLY PROGRESS REPORT | QUARTER ENDING |
|------------------------------|----------------|
| #1 | 03/31/26 |
| #2 | 06/30/26 |
| #3 | 09/30/26 |
| #4 | 12/31/26 |
| #5 | 03/31/27 |

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 EOHLIC.

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 October 1, _____, 2025 and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by March 31, 2027.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed **ONE HUNDRED SEVENTY-THREE THOUSAND EIGHT HUNDRED SIXTY AND 00/100** Dollars (\$173,860.00), 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. Payment of invoices will be tied to progress towards meeting the grant milestones and to CONSULTANT's satisfactory compliance with the terms of this Contract, as determined by the MUNICIPALITY, as CDBG is a performance-based program. By submission of an invoice, the CONSULTANT represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

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 the final quarterly report.

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 EOHLC, 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 complete data of the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by State 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 EOHLC 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 Orders 12892 and 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 federal or state 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 federal or state 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 federal or state law.

8.6 PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in Mass. CDBG regulations and 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 state policy that the recipient takes affirmative steps to award a fair share of contracts taken to ensure 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 must comply with 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent such regulations are applicable and still in effect.

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 CFR 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. §§ 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 EOHLC 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 EOHLC. This Contract is subject to such modifications as may be required by changes in Federal or Massachusetts State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be a part of this Contract on the effective date of such change, as if fully set forth herein.

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 EOHLC, 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 EOHLC, 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)).

The CONSULTANT and its employees shall generally not conduct Massachusetts CDBG program business through or send confidential Massachusetts CDBG program business information to the employee's personal email account. In addition, the CONSULTANT will promptly notify EOHLC in the event of any security breach including the unauthorized access, disbursement, use or disposal of the Massachusetts CDBG program business records and information. In the event of a security breach, the CONSULTANT will cooperate with the MUNICIPALITY, EOHLC, and their authorized representatives and will provide access to any information necessary to respond to the security breach.

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: By: _____ | |
| (Gina Govoni, FCRHRA Executive Director) | (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/CITY OF MONTAGUE | : | By: CONSULTANT |
| 1/26/26 | | |
| Authorized Signatory | Date | Gina Govoni Date |
| <u>Certification as to Availability of Funds:</u> | | <u>Approval of Contract as to Form:</u> |
| 1/26/26 | | |
| Town/City Accountant | Date | Town Counsel/City Solicitor Date |
| <u>Approval of Contract as to Appropriate Procurement Method</u> | | |
| 1/26/26 | | |
| Town/City Procurement Officer | Date | |

ATTACHMENT A
CONSULTANT SCOPE OF SERVICES

The following outlines the scope of consulting services which the Franklin County Regional Housing and Redevelopment Authority (the CONSULTANT) will perform as administering agent for the Town of Montague's FY 2025 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT). The CONSULTANT will provide all administrative and program services necessary to implement the GRANT and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC).

GENERAL ADMINISTRATION

The CONSULTANT will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all GRANT activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
 - a) Keep current on all applicable state and federal programs and regulations
 - b) Recommend Town policies related to grant activities
 - c) Monitor regulatory compliance of grant-related Town procurement
 - d) Prepare environmental review
 - e) Prepare contracts and SubGrantee Agreements
 - f) Oversee CDBG day to day grant activities
 - g) Monitor implementation plan and budget
 - h) Supervise work of the SubGrantee agencies that will implement the social service programs
 - i) Respond to grievances from program participants per approved policies
 - j) Maintain filing for all grant projects
2. Establish and maintain proper financial management, budgeting, and record keeping procedures.
 - a) Provide grant fiscal management services
 - b) Approve all invoices for grant administration, other consultants, and project expenses for payment
 - c) Prepare budget and program amendments and extension requests
 - d) Maintain regular budget reports on all grant activities
3. Prepare and submit all required reports to EOHLC and Town residents.
 - a) Update Select Board on grant activities
 - b) Liaison with community groups and Select Board
 - c) Provide staff support and regular reports of Grant activities to Citizens' Advisory Committee
 - d) Prepare and submit quarterly reports to Town and to EOHLC on CGMS
4. Advertise and contract for program audit consistent with OMB Circular A-128 (Single Audit Act).
5. Use the EOHLC Grant Management System to report all activities, expenditures, drawdowns, contracts, contract and budget amendments, and all other grant-related functions through closeout.
 - a) Prepare drawdowns for submission
 - b) Monitor drawdowns requested, received, and funds disbursed
 - c) Maintain CGMS, enter transactions, monitor for performance, act as the primary contact with EOHLC fiscal and program representatives

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2025 MONTAGUE Community Development Fund application, including:
 - a) Montague Avenue A Streetscape Improvement 2025 Construction Project
 - b) Brick House Youth Education and Prevention Program
 - c) LifePath Home Delivered Meals Program
 - d) LifePath Elder Self-Sufficiency Program
 - e) Heartwing Center Families Learning Together Stronger Program
 - f) Wildflower Alliance Substance Abuse Counseling Program

PROGRAM INCOME

1. Pursuant to the terms of a Housing Rehabilitation Revolving Loan Program Agreement with the Town, the Consultant will maintain a revolving loan fund (program income) derived from repaid housing rehabilitation loans. Consultant will track, report and utilize any and all such program income generated through CDBG funded activities as required by Mass. CDBG.

OFFICE LOCATION: The Program office will be located at the Consultant's central office:

Franklin County Regional Housing & Redevelopment Authority
241 Millers Falls Road
Turners Falls, MA 01376

ATTACHMENT B
METHOD AND COMPENSATION SCHEDULE

The CONSULTANT will prepare and submit drawdowns to Mass. CDBG according to the approved GRANT budget as needed to cover expenses of the GRANT as well as the CONSULTANT's fee. In addition to routine or base costs such as salaries and benefits, the expenses of the GRANT drawdown claims will be in relation to actual contractor invoices received and paid from the CONSULTANT's own funds. The CONSULTANT's fees will be drawn to reflect the portion of program activity committed and/or expensed. The CONSULTANT will maintain on file for seven years after GRANT closeout, original invoices to document drawdown requests.

CONSULTANT Fee and Program Schedule: Projected Draw Schedule

General Administration and Program Delivery Administration = \$173,860.00

| MONTAGUE | TOTAL BUDGET | 10/25 - 12/25 | 1/25 - 3/25 | 4/26 - 6/26 | 07/26 - 09/26 | 10/26 - 12/26 | 1/27 - 3/27 | TOTAL EXPENSED |
|--|-------------------|---------------|------------------|------------------|-------------------|-------------------|-------------------|-------------------|
| MONT 6A Infrastructure Program Delivery: Inspections, MA Historic, Statutory Checklist, Procurement, Bidding, Contracts, Change Orders, Prevailing Wage, Interviews, Payment Inspections, Punch List | 47,417.00 | 0.00 | 1,000.00 | 2,000.00 | 15,805.67 | 15,813.00 | 12,798.33 | 47,417.00 |
| MONT 6C Infrastructure Avenue A Streetscape: Construction Oversight Dollar for dollar reimbursement for payments made to contractors | 90,015.37 | 0.00 | 0.00 | 15,002.56 | 30,005.12 | 45,007.69 | | 90,015.37 |
| MONT 6C Infrastructure Avenue A Streetscape: Dollar for dollar reimbursement for payments made to contractors | 486,124.63 | 0.00 | 0.00 | 0.00 | 81,020.77 | 162,041.54 | 243,062.32 | 486,124.63 |
| MONT 8A Social Services: RFP development and review; Quarterly Reporting to Town and EOHLIC; HRA Compliance; Program Monitoring; Budget Revisions; Payment Processing | 24,833.00 | 0.00 | 6,208.25 | 6,208.25 | 6,208.25 | 6,208.25 | 0.00 | 24,833.00 |
| MONT 8B Social Services: Dollar for dollar reimbursement for payments made to contractors | 100,000.00 | 0.00 | 25,000.00 | 25,000.00 | 25,000.00 | 25,000.00 | 0.00 | 100,000.00 |
| MONT 9 GENERAL ADMINISTRATION: Grant writing, subgrantee contracts, Environmental Review, Liaison with Town and EOHLIC; Grant Funds Management; EOHLIC Grant Management System; Accounting and Payments; Administrative and Policy Oversight; Program Implementation | 101,610.00 | 0.00 | 6,000.00 | 14,503.00 | 33,351.00 | 29,897.00 | 17,859.00 | 101,610.00 |
| MONTAGUE PROJECTED DRAWS PER QUARTER | 850,000.00 | 0.00 | 38,208.25 | 62,713.81 | 191,390.81 | 283,967.48 | 283,425.65 | 850,000.00 |

To facilitate payment to subgrantees and general contractors who perform work under the Community Development Block Grant made to the Town, Consultant may advance payments from its own funds in anticipation of reimbursement by the Town from CDBG funds. In the event that Consultant makes advances of its own funds, the Town shall reimburse Consultant within thirty (30) days of receiving CDBG funds from EOHLIC for the expenses paid by Consultant.

AGREEMENT

BY AND BETWEEN

TOWN/CITY OF MONTAGUE

AND

LIFEPATH, INC.

THIS AGREEMENT, was made as of the 26th day of Jan., 2026 by and between the Town/City of **MONTAGUE**, Massachusetts (hereinafter referred as the MUNICIPALITY) and **LIFEPATH, INC.**, hereinafter referred to as the SUB-GRANTEE). WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of **MONTAGUE** has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of **MONTAGUE ELDER SELF-SUFFICIENCY PROGRAM** 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 2025 Grant Program objectives.

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

1. **ENGAGEMENT OF SUB-GRANTEE:** The MUNICIPALITY hereby engages the SUB-GRANTEE to perform the services set forth herein and the SUB-GRANTEE hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The SUB-GRANTEE 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 SUB-GRANTEE insofar as possible for the purpose of efficiency and furnishing the SUB-GRANTEE with information needed to satisfactorily complete the services.
 - 3.1 The MUNICIPALITY shall designate a project representative authorized to work with the SUB-GRANTEE with respect to the project. **The MUNICIPALITY'S representative is Chris Nolan-Zeller, Assistant Town Administrator. TELEPHONE 413-863-3200 x 109.**

4.1 REPORTING: The SUB-GRANTEE will submit written reports to the MUNICIPALITY'S grant administrative agency, **FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY**, 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.

REPORT: Quarterly Report; 7 business days following the end of each quarter.

| QUARTERLY PROGRESS REPORT | QUARTER ENDING |
|------------------------------|----------------|
| #1 | 12/31/25 |
| #2 | 03/31/26 |
| #3 | 06/30/26 |
| #4 | 09/30/26 |

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

The SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE are to commence on or about **October 1, 2025** 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, 2026**.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the SUB-GRANTEE a total fee in amount not to exceed **TWENTY THOUSAND AND 00/100** Dollars (\$20,000.00), 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. Payment of invoices will be tied to progress towards meeting the grant milestones and to SUB-GRANTEE's satisfactory compliance with the terms of this Contract, as determined by the MUNICIPALITY, as CDBG is a performance-based program. By submission of an invoice, the SUB-GRANTEE represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, SUB-GRANTEE 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): SUB-GRANTEE 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 the final quarterly report.

8.2 ACCESS TO RECORDS: The SUB-GRANTEE 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 EOHLC, 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 complete data of the SUB-GRANTEE which pertain to the performance of the provisions and requirements of this Agreement, as provided by State Executive Order 195.

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the SUB-GRANTEE. In case of termination, all finished and unfinished documents and records of the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHLC prior to its effective date.

8.5 NON-DISCRIMINATION: The SUB-GRANTEE 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 Orders 12892 and 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 SUB-GRANTEE 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 federal or state law. The SUB-GRANTEE 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 federal or state 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 SUB-GRANTEE shall post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The SUB-GRANTEE 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 federal or state law.

8.6 **PROCUREMENT STANDARDS:** The SUB-GRANTEE shall adhere to the requirements set forth in Mass. CDBG regulations and 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 state policy that the recipient takes affirmative steps to award a fair share of contracts taken to ensure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUB-GRANTEE 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 must comply with 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent such regulations are applicable and still in effect.

8.8 **EMPLOYMENT OPPORTUNITIES:** Where applicable, the SUB-GRANTEE 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 CFR 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 SUB-GRANTEE shall adhere to the provisions of State Executive Orders 215 and 526.

8.10 **LABOR STANDARDS:** Where applicable, the SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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. §§ 1501 et seq.

8.12 **DOMESTIC PREFERENCES FOR PROCUREMENTS:** Pursuant to 2 CFR § 200.322, the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHLC 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 SUB-GRANTEE 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 EOHLC. This Contract is subject to such modifications as may be required by changes in Federal or Massachusetts State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be a part of this Contract on the effective date of such change, as if fully set forth herein.

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 SUB-GRANTEE 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 SUB-GRANTEE's breach of this Agreement or the negligence or misconduct of the SUB-GRANTEE, or the agents or employees.

11. LICENSES: The SUB-GRANTEE 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 SUB-GRANTEE will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and EOHLC, 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 SUB-GRANTEE certifies that the SUB-GRANTEE 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 SUB-GRANTEE shall communicate these provisions to and enforce them against its subcontractors, and that the SUB-GRANTEE shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the SUB-GRANTEE is given access as part of this Agreement, from unauthorized access, destruction use, modification, disclosure, or loss.

The SUB-GRANTEE 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 SUB-GRANTEE acts as a holder of personal data and the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHLC, the MUNICIPALITY, or the SUB-GRANTEE to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

The SUB-GRANTEE and its employees shall generally not conduct Massachusetts CDBG program business through or send confidential Massachusetts CDBG program business information to the employee's personal email account. In addition, the SUB-GRANTEE will promptly notify EOHLC in the event of any security breach including the unauthorized access, disbursement, use or disposal of the Massachusetts CDBG program business records and information. In the event of a security breach, the SUB-GRANTEE will cooperate with the MUNICIPALITY, EOHLC, and their authorized representatives and will provide access to any information necessary to respond to the security breach.

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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE, 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 SUB-GRANTEE shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

19. CLOSEOUT: The SUB-GRANTEE 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. | |
| LifePath, Inc.: By: _____ | _____ |
| (Executive Director) | (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 SUB-GRANTEE have executed this AGREEMENT under seal in triplicate as of the date above written.

Approvals and Signatures

| | | |
|---|------|-----------------------------|
| By: TOWN/CITY OF MONTAGUE | : | By: LIFE PATH, INC. |
| | | |
| 1/26/26 | | |
| Authorized Signatory Matthew Lord, Selectboard Chair | Date | Signatory/Title Date |

ATTACHMENT A
SUB-GRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which **LIFEPATH, INC.**, (the SUB-GRANTEE) will perform as a funded Social Service Agency for the Town of Montague's FY 2025 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT) **MONTAGUE ELDER SELF-SUFFICIENCY PROGRAM**. The SUB-GRANTEE will provide all administrative and program services necessary to implement the GRANT ACTIVITY and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC).

GENERAL ADMINISTRATION

The SUB-GRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the PROGRAM activity.
3. Prepare and submit all required quarterly reports to the Town's Grant Administering Agency, Franklin County Regional Housing and Redevelopment Authority, to be shared with EOHLC and Town Residents.

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2025 MONTAGUE Community Development Fund application, including your program: **Montague Elder Self-Sufficiency Program**

OFFICE LOCATION AND CONTACT INFORMATION:

The Program office will be located at the SUB-GRANTEE's central office:
LifePath, Inc.
101 Munson Street; Suite 201
Greenfield, MA 01301

GRANT PROGRAM ADMINISTRATIVE CONTACT:

Sharon Pleasant, Community Development Program Manager
Franklin County Regional Housing & Redevelopment Authority
241 Millers Falls Road
Turners Falls, MA 01376
413-223-5215 or spleasant@fcrhra.org

ATTACHMENT B
METHOD AND COMPENSATION SCHEDULE

The TOWN will pay **LIFEPATH, INC.**, (SUB-GRANTEE) TWENTY THOUSAND DOLLARS (\$20,000) for implementation of the **MONTAGUE ELDER SELF-SUFFICIENCY PROGRAM** (“the Program) of the FY2025 Town of Montague Community Development Fund Grant Program for the period October 1, 2025, through September 30, 2026.

The SUB-GRANTEE may invoice quarterly for the quarters ending 12/31/25, 03/31/26, 06/30/26 and 09/30/26. Invoices shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, reporting on participant documentation must also be submitted.

SUB-GRANTEE Fee and Program Schedule: = \$20,000

AGREEMENT

BY AND BETWEEN

TOWN/CITY OF MONTAGUE

AND

LIFEPATH, INC.

THIS AGREEMENT, was made as of the 26th day of Jan., 2026 by and between the Town/City of **MONTAGUE**, Massachusetts (hereinafter referred as the MUNICIPALITY) and **LIFEPATH, INC., 101 MUNSON STREET, SUITE 201; GREENFIELD, MA 01301**, hereinafter referred to as the SUB-GRANTEE). WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of **MONTAGUE** has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of **MONTAGUE HOME DELIVERED MEALS 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 2025 Grant Program objectives.

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

1. **ENGAGEMENT OF SUB-GRANTEE:** The MUNICIPALITY hereby engages the SUB-GRANTEE to perform the services set forth herein and the SUB-GRANTEE hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The SUB-GRANTEE 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 SUB-GRANTEE insofar as possible for the purpose of efficiency and furnishing the SUB-GRANTEE with information needed to satisfactorily complete the services.
 - 3.1 The MUNICIPALITY shall designate a project representative authorized to work with the SUB-GRANTEE with respect to the project. **The MUNICIPALITY'S representative is Chris Nolan-Zeller, Assistant Town Administrator, TELEPHONE 413-863-3200 x 109.**

4.1 REPORTING: The SUB-GRANTEE will submit written reports to the MUNICIPALITY'S grant administrative agency, **FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY**, 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.

REPORT: Quarterly Report; 7 business days following the end of each quarter.

| QUARTERLY PROGRESS REPORT | QUARTER ENDING |
|------------------------------|----------------|
| #1 | 12/31/25 |
| #2 | 03/31/26 |
| #3 | 06/30/26 |
| #4 | 09/30/26 |

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

The SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE are to commence on or about **October 1, 2025** 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, 2026**.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the SUB-GRANTEE a total fee in amount not to exceed **TWENTY THOUSAND AND 00/100** Dollars (\$20,000.00), 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. Payment of invoices will be tied to progress towards meeting the grant milestones and to SUB-GRANTEE's satisfactory compliance with the terms of this Contract, as determined by the MUNICIPALITY, as CDBG is a performance-based program. By submission of an invoice, the SUB-GRANTEE represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, SUB-GRANTEE 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): SUB-GRANTEE 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 the final quarterly report.

8.2 ACCESS TO RECORDS: The SUB-GRANTEE 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 EOHLC, 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 complete data of the SUB-GRANTEE which pertain to the performance of the provisions and requirements of this Agreement, as provided by State Executive Order 195.

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the SUB-GRANTEE. In case of termination, all finished and unfinished documents and records of the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHLC prior to its effective date.

8.5 NON-DISCRIMINATION: The SUB-GRANTEE 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 Orders 12892 and 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 SUB-GRANTEE 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 federal or state law. The SUB-GRANTEE 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 federal or state 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 SUB-GRANTEE shall post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The SUB-GRANTEE 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 federal or state law.

8.6 **PROCUREMENT STANDARDS:** The SUB-GRANTEE shall adhere to the requirements set forth in Mass. CDBG regulations and 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 state policy that the recipient takes affirmative steps to award a fair share of contracts taken to ensure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUB-GRANTEE 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 must comply with 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent such regulations are applicable and still in effect.

8.8 **EMPLOYMENT OPPORTUNITIES:** Where applicable, the SUB-GRANTEE 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 CFR 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 SUB-GRANTEE shall adhere to the provisions of State Executive Orders 215 and 526.

8.10 **LABOR STANDARDS:** Where applicable, the SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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. §§ 1501 et seq.

8.12 **DOMESTIC PREFERENCES FOR PROCUREMENTS:** Pursuant to 2 CFR § 200.322, the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHLC 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 SUB-GRANTEE 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 EOHLC. This Contract is subject to such modifications as may be required by changes in Federal or Massachusetts State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be a part of this Contract on the effective date of such change, as if fully set forth herein.

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 SUB-GRANTEE 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 SUB-GRANTEE's breach of this Agreement or the negligence or misconduct of the SUB-GRANTEE, or the agents or employees.

11. LICENSES: The SUB-GRANTEE 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 SUB-GRANTEE will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and EOHLC, 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 SUB-GRANTEE certifies that the SUB-GRANTEE 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 SUB-GRANTEE shall communicate these provisions to and enforce them against its subcontractors, and that the SUB-GRANTEE shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the SUB-GRANTEE is given access as part of this Agreement, from unauthorized access, destruction use, modification, disclosure, or loss.

The SUB-GRANTEE 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 SUB-GRANTEE acts as a holder of personal data and the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHLC, the MUNICIPALITY, or the SUB-GRANTEE to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

The SUB-GRANTEE and its employees shall generally not conduct Massachusetts CDBG program business through or send confidential Massachusetts CDBG program business information to the employee's personal email account. In addition, the SUB-GRANTEE will promptly notify EOHLC in the event of any security breach including the unauthorized access, disbursement, use or disposal of the Massachusetts CDBG program business records and information. In the event of a security breach, the SUB-GRANTEE will cooperate with the MUNICIPALITY, EOHLC, and their authorized representatives and will provide access to any information necessary to respond to the security breach.

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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE, 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 SUB-GRANTEE shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

19. CLOSEOUT: The SUB-GRANTEE 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. | |
| LifePath, Inc.: By: _____ | _____ |
| (Executive Director) | (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 SUB-GRANTEE have executed this AGREEMENT under seal in triplicate as of the date above written.

Approvals and Signatures

| | | | |
|---------------------------------|------|--------------------|------|
| By: TOWN/CITY OF MONTAGUE | : | By: LIFEPATH, INC. | |
| | | | |
| 1/26/2026 | | | |
| Authorized Signatory | Date | Signatory/Title | Date |
| Matthew Lord, Selectboard Chair | | | |

ATTACHMENT A
SUB-GRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which **LIFEPATH, INC.**, (the SUB-GRANTEE) will perform as a funded Social Service Agency for the Town of Montague's FY 2025 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT) **MONTAGUE HOME DELIVERED MEALS PROGRAM**. The SUB-GRANTEE will provide all administrative and program services necessary to implement the GRANT ACTIVITY and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC).

GENERAL ADMINISTRATION

The SUB-GRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the PROGRAM activity.
3. Prepare and submit all required quarterly reports to the Town's Grant Administering Agency, Franklin County Regional Housing and Redevelopment Authority, to be shared with EOHLC and Town Residents.

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2025 MONTAGUE Community Development Fund application, including your program: **Montague Home Delivered Meals Program**

OFFICE LOCATION AND CONTACT INFORMATION:

The Program office will be located at the SUB-GRANTEE's central office:
LifePath, Inc.
101 Munson Street; Suite 201
Greenfield, MA 01301

GRANT PROGRAM ADMINISTRATIVE CONTACT:

Sharon Pleasant, Community Development Program Manager
Franklin County Regional Housing & Redevelopment Authority
241 Millers Falls Road
Turners Falls, MA 01376
413-223-5215 or sppleasant@fcrhra.org

ATTACHMENT B
METHOD AND COMPENSATION SCHEDULE

The TOWN will pay **LIFEPATH, INC.**, (SUB-GRANTEE) TWENTY THOUSAND DOLLARS (\$20,000) for implementation of the **MONTAGUE HOME DELIVERED MEALS PROGRAM** (“the Program) of the FY2025 Town of Montague Community Development Fund Grant Program for the period October 1, 2025, through September 30, 2026.

The SUB-GRANTEE may invoice quarterly for the quarters ending 12/31/25, 03/31/26, 06/30/26 and 09/30/26. Invoices shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, reporting on participant documentation must also be submitted.

SUB-GRANTEE Fee and Program Schedule: = \$20,000

AGREEMENT

BY AND BETWEEN

TOWN/CITY OF MONTAGUE

AND

THE BRICK HOUSE COMMUNITY RESOURCE CENTER

THIS AGREEMENT, was made as of the 26th day of Jan., 2026 by and between the Town/City of **MONTAGUE**, Massachusetts (hereinafter referred as the MUNICIPALITY) and **THE BRICK HOUSE COMMUNITY RESOURCE CENTER**, 24 3rd Street; P. O. Box 135; Turners Falls, MA 01376, hereinafter referred to as the SUB-GRANTEE). WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of **MONTAGUE** has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of **Brick House Youth Education and Prevention** 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 2025 Grant Program objectives.

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

1. **ENGAGEMENT OF SUB-GRANTEE:** The MUNICIPALITY hereby engages the SUB-GRANTEE to perform the services set forth herein and the SUB-GRANTEE hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The SUB-GRANTEE 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 SUB-GRANTEE insofar as possible for the purpose of efficiency and furnishing the SUB-GRANTEE with information needed to satisfactorily complete the services.
 - 3.1 The MUNICIPALITY shall designate a project representative authorized to work with the SUB-GRANTEE with respect to the project. **The MUNICIPALITY'S representative is Chris Nolan-Zeller, Assistant Town Administrator, TELEPHONE 413-863-3200 x 109.**

4.1 REPORTING: The SUB-GRANTEE will submit written reports to the MUNICIPALITY'S grant administrative agency, **FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY**, 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.

REPORT: Quarterly Report; 7 business days following the end of each quarter.

| QUARTERLY PROGRESS REPORT | QUARTER ENDING |
|------------------------------|----------------|
| #1 | 12/31/25 |
| #2 | 03/31/26 |
| #3 | 06/30/26 |
| #4 | 09/30/26 |

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

The SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE are to commence on or about **October 1, 2025** 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, 2026**.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the SUB-GRANTEE a total fee in amount not to exceed **TWENTY THOUSAND AND 00/100 Dollars (\$20,000.00)**, 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. Payment of invoices will be tied to progress towards meeting the grant milestones and to SUB-GRANTEE's satisfactory compliance with the terms of this Contract, as determined by the MUNICIPALITY, as CDBG is a performance-based program. By submission of an invoice, the SUB-GRANTEE represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, SUB-GRANTEE 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): SUB-GRANTEE 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 the final quarterly report.

8.2 ACCESS TO RECORDS: The SUB-GRANTEE 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 EOHL, 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 complete data of the SUB-GRANTEE which pertain to the performance of the provisions and requirements of this Agreement, as provided by State Executive Order 195.

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the SUB-GRANTEE. In case of termination, all finished and unfinished documents and records of the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHL prior to its effective date.

8.5 NON-DISCRIMINATION: The SUB-GRANTEE 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 Orders 12892 and 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 SUB-GRANTEE 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 federal or state law. The SUB-GRANTEE 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 federal or state 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 SUB-GRANTEE shall post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The SUB-GRANTEE 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 federal or state law.

8.6 **PROCUREMENT STANDARDS:** The SUB-GRANTEE shall adhere to the requirements set forth in Mass. CDBG regulations and 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 state policy that the recipient takes affirmative steps to award a fair share of contracts taken to ensure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUB-GRANTEE 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 must comply with 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent such regulations are applicable and still in effect.

8.8 **EMPLOYMENT OPPORTUNITIES:** Where applicable, the SUB-GRANTEE 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 CFR 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 SUB-GRANTEE shall adhere to the provisions of State Executive Orders 215 and 526.

8.10 **LABOR STANDARDS:** Where applicable, the SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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. §§ 1501 et seq.

8.12 **DOMESTIC PREFERENCES FOR PROCUREMENTS:** Pursuant to 2 CFR § 200.322, the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHLC 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 SUB-GRANTEE 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 EOHLC. This Contract is subject to such modifications as may be required by changes in Federal or Massachusetts State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be a part of this Contract on the effective date of such change, as if fully set forth herein.

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 SUB-GRANTEE 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 SUB-GRANTEE's breach of this Agreement or the negligence or misconduct of the SUB-GRANTEE, or the agents or employees.

11. LICENSES: The SUB-GRANTEE 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 SUB-GRANTEE will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and EOHLC, 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 SUB-GRANTEE certifies that the SUB-GRANTEE 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 SUB-GRANTEE shall communicate these provisions to and enforce them against its subcontractors, and that the SUB-GRANTEE shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the SUB-GRANTEE is given access as part of this Agreement, from unauthorized access, destruction use, modification, disclosure, or loss.

The SUB-GRANTEE 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 SUB-GRANTEE acts as a holder of personal data and the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHLC, the MUNICIPALITY, or the SUB-GRANTEE to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

The SUB-GRANTEE and its employees shall generally not conduct Massachusetts CDBG program business through or send confidential Massachusetts CDBG program business information to the employee's personal email account. In addition, the SUB-GRANTEE will promptly notify EOHLC in the event of any security breach including the unauthorized access, disbursement, use or disposal of the Massachusetts CDBG program business records and information. In the event of a security breach, the SUB-GRANTEE will cooperate with the MUNICIPALITY, EOHLC, and their authorized representatives and will provide access to any information necessary to respond to the security breach.

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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE, 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 SUB-GRANTEE shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

19. CLOSEOUT: The SUB-GRANTEE 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. | |
| The Brick House: By: _____ | _____ |
| (Executive Director) | (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 SUB-GRANTEE have executed this AGREEMENT under seal in triplicate as of the date above written.

Approvals and Signatures

| | | |
|---|------|-----------------------------|
| By: TOWN/CITY OF MONTAGUE | : | By: THE BRICK HOUSE |
| | | |
| 1/26/26 | | |
| Authorized Signatory Matthew Lord, Selectboard Chair | Date | Signatory/Title Date |

ATTACHMENT A
SUB-GRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which **THE BRICK HOUSE COMMUNITY RESOURCE CENTER** (the SUB-GRANTEE) will perform as a funded Social Service Agency for the Town of Montague's FY 2025 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT) **YOUTH EDUCATION AND PREVENTION PROGRAM**. The SUB-GRANTEE will provide all administrative and program services necessary to implement the GRANT ACTIVITY and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC).

GENERAL ADMINISTRATION

The SUB-GRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the PROGRAM activity.
3. Prepare and submit all required quarterly reports to the Town's Grant Administering Agency, Franklin County Regional Housing and Redevelopment Authority, to be shared with EOHLC and Town Residents.

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2025 MONTAGUE Community Development Fund application, including your program: **Brick House Youth Education and Prevention Program**

OFFICE LOCATION AND CONTACT INFORMATION:

The Program office will be located at the SUB-GRANTEE's central office:
The Brick House Community Resource Center, Inc.
24 3rd Street; P. O. Box 135
Turners Falls, MA 01376

GRANT PROGRAM ADMINISTRATIVE CONTACT:

Sharon Pleasant, Community Development Program Manager
Franklin County Regional Housing & Redevelopment Authority
241 Millers Falls Road
Turners Falls, MA 01376
413-223-5215 or spleasant@fcrhra.org

ATTACHMENT B
METHOD AND COMPENSATION SCHEDULE

The TOWN will pay **THE BRICK HOUSE COMMUNITY RESOURCE CENTER, (SUB-GRANTEE)** TWENTY THOUSAND DOLLARS (\$20,000) for implementation of the **YOUTH EDUCATION PREVENTION PROGRAM** (“the Program”) of the FY2025 Town of Montague Community Development Fund Grant Program for the period October 1, 2025, through September 30, 2026.

The SUB-GRANTEE may invoice quarterly for the quarters ending 12/31/25, 03/31/26, 06/30/26 and 09/30/26. Invoices shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, reporting on participant documentation must also be submitted.

SUB-GRANTEE Fee and Program Schedule: = \$20,000

AGREEMENT

BY AND BETWEEN

TOWN/CITY OF MONTAGUE

AND

THE CONSORTIUM

THIS AGREEMENT, was made as of the 26th day of Jan., 2026 by and between the Town/City of **MONTAGUE**, Massachusetts (hereinafter referred as the MUNICIPALITY) and **THE CONSORTIUM, 187 High Street, Suite 303; Holyoke, MA 01040**, hereinafter referred to as the SUB-GRANTEE).
WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of WILDFLOWER ALLIANCE – SUBSTANCE ABUSE COUNSELING 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 2025 Grant Program objectives.

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

1. **ENGAGEMENT OF SUB-GRANTEE:** The MUNICIPALITY hereby engages the SUB-GRANTEE to perform the services set forth herein and the SUB-GRANTEE hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The SUB-GRANTEE 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 SUB-GRANTEE insofar as possible for the purpose of efficiency and furnishing the SUB-GRANTEE with information needed to satisfactorily complete the services.
 - 3.1 The MUNICIPALITY shall designate a project representative authorized to work with the SUB-GRANTEE with respect to the project. **The MUNICIPALITY'S representative is Chris Nolan-Zeller, Assistant Town Administrator, TELEPHONE 413-863-3200 x 109.**

4.1 REPORTING: The SUB-GRANTEE will submit written reports to the MUNICIPALITY'S grant administrative agency, **FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY**, 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.

REPORT: Quarterly Report; 7 business days following the end of each quarter.

| QUARTERLY PROGRESS REPORT | QUARTER ENDING |
|------------------------------|----------------|
| #1 | 12/31/25 |
| #2 | 03/31/26 |
| #3 | 06/30/26 |
| #4 | 09/30/26 |

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

The SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE are to commence on or about **October 1, 2025** 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, 2026**.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the SUB-GRANTEE a total fee in amount not to exceed **TWENTY THOUSAND AND 00/100** Dollars (\$20,000.00), 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. Payment of invoices will be tied to progress towards meeting the grant milestones and to SUB-GRANTEE's satisfactory compliance with the terms of this Contract, as determined by the MUNICIPALITY, as CDBG is a performance-based program. By submission of an invoice, the SUB-GRANTEE represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, SUB-GRANTEE 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): SUB-GRANTEE 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 the final quarterly report.

8.2 ACCESS TO RECORDS: The SUB-GRANTEE 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 EOHLA, 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 complete data of the SUB-GRANTEE which pertain to the performance of the provisions and requirements of this Agreement, as provided by State Executive Order 195.

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the SUB-GRANTEE. In case of termination, all finished and unfinished documents and records of the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHLA prior to its effective date.

8.5 NON-DISCRIMINATION: The SUB-GRANTEE 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 Orders 12892 and 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 SUB-GRANTEE 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 federal or state law. The SUB-GRANTEE 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 federal or state 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 SUB-GRANTEE shall post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The SUB-GRANTEE 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 federal or state law.

8.6 **PROCUREMENT STANDARDS:** The SUB-GRANTEE shall adhere to the requirements set forth in Mass. CDBG regulations and 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 state policy that the recipient takes affirmative steps to award a fair share of contracts taken to ensure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUB-GRANTEE 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 must comply with 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent such regulations are applicable and still in effect.

8.8 **EMPLOYMENT OPPORTUNITIES:** Where applicable, the SUB-GRANTEE 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 CFR 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 SUB-GRANTEE shall adhere to the provisions of State Executive Orders 215 and 526.

8.10 **LABOR STANDARDS:** Where applicable, the SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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. §§ 1501 et seq.

8.12 **DOMESTIC PREFERENCES FOR PROCUREMENTS:** Pursuant to 2 CFR § 200.322, the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHLIC 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 SUB-GRANTEE 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 EOHLIC. This Contract is subject to such modifications as may be required by changes in Federal or Massachusetts State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be a part of this Contract on the effective date of such change, as if fully set forth herein.

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 SUB-GRANTEE 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 SUB-GRANTEE's breach of this Agreement or the negligence or misconduct of the SUB-GRANTEE, or the agents or employees.

11. LICENSES: The SUB-GRANTEE 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 SUB-GRANTEE will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and EOHLIC, 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 SUB-GRANTEE certifies that the SUB-GRANTEE 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 SUB-GRANTEE shall communicate these provisions to and enforce them against its subcontractors, and that the SUB-GRANTEE shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the SUB-GRANTEE is given access as part of this Agreement, from unauthorized access, destruction use, modification, disclosure, or loss.

The SUB-GRANTEE 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 SUB-GRANTEE acts as a holder of personal data and the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHLC, the MUNICIPALITY, or the SUB-GRANTEE to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

The SUB-GRANTEE and its employees shall generally not conduct Massachusetts CDBG program business through or send confidential Massachusetts CDBG program business information to the employee's personal email account. In addition, the SUB-GRANTEE will promptly notify EOHLC in the event of any security breach including the unauthorized access, disbursement, use or disposal of the Massachusetts CDBG program business records and information. In the event of a security breach, the SUB-GRANTEE will cooperate with the MUNICIPALITY, EOHLC, and their authorized representatives and will provide access to any information necessary to respond to the security breach.

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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE, 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 SUB-GRANTEE shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

19. CLOSEOUT: The SUB-GRANTEE 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. |
| The Consortium: By: _____ (Executive Director) _____ (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 SUB-GRANTEE have executed this AGREEMENT under seal in triplicate as of the date above written.

Approvals and Signatures

| | | | |
|---|-----------|--------------------|------|
| By: TOWN/CITY OF MONTAGUE | : | By: THE CONSORTIUM | |
| | 1/26/2026 | | |
| Authorized Signatory Matthew Lord, Selectboard Chair | Date | Signatory/Title | Date |

ATTACHMENT A
SUB-GRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which **THE CONSORTIUM**, (the SUB-GRANTEE) will perform as a funded Social Service Agency for the Town of Montague's FY 2025 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT) **WILDFLOWER ALLIANCE – SUBSTANCE ABUSE COUNSELING PROGRAM**. The SUB-GRANTEE will provide all administrative and program services necessary to implement the GRANT ACTIVITY and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC).

GENERAL ADMINISTRATION

The SUB-GRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the PROGRAM activity.
3. Prepare and submit all required quarterly reports to the Town's Grant Administering Agency, Franklin County Regional Housing and Redevelopment Authority, to be shared with EOHLC and Town Residents.

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2025 MONTAGUE Community Development Fund application, including your program: **Wildflower Alliance – Substance Abuse Counseling Program**

OFFICE LOCATION AND CONTACT INFORMATION:

The Program office will be located at the SUB-GRANTEE's central office:

THE CONSORTIUM

187 High Street; Suite 303
Holyoke, MA 01040

GRANT PROGRAM ADMINISTRATIVE CONTACT:

Sharon Pleasant, Community Development Program Manager
Franklin County Regional Housing & Redevelopment Authority
241 Millers Falls Road
Turners Falls, MA 01376
413-223-5215 or spleasant@fcrhra.org

ATTACHMENT B
METHOD AND COMPENSATION SCHEDULE

The TOWN will pay **THE CONSORTIUM**, (SUB-GRANTEE) TWENTY THOUSAND DOLLARS (\$20,000) for implementation of the **WILDFLOWER ALLIANCE – SUBSTANCE ABUSE COUNSELING PROGRAM** (“the Program) of the FY2025 Town of Montague Community Development Fund Grant Program for the period October 1, 2025, through September 30, 2026.

The SUB-GRANTEE may invoice quarterly for the quarters ending 12/31/25, 03/31/26, 06/30/26 and 09/30/26. Invoices shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, reporting on participant documentation must also be submitted.

SUB-GRANTEE Fee and Program Schedule: = \$20,000

AGREEMENT

BY AND BETWEEN

TOWN/CITY OF MONTAGUE

AND

THE HEARTWING CENTER

THIS AGREEMENT, was made as of the 26th day of January, 2026 by and between the Town/City of **MONTAGUE**, Massachusetts (hereinafter referred as the MUNICIPALITY) and **THE HEARTWING CENTER** hereinafter referred to as the SUB-GRANTEE). WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of **MONTAGUE** has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of **FAMILIES LEARNING TOGETHER STRONG** 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 2025 Grant Program objectives.

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

1. **ENGAGEMENT OF SUB-GRANTEE:** The MUNICIPALITY hereby engages the SUB-GRANTEE to perform the services set forth herein and the SUB-GRANTEE hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The SUB-GRANTEE 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 SUB-GRANTEE insofar as possible for the purpose of efficiency and furnishing the SUB-GRANTEE with information needed to satisfactorily complete the services.
 - 3.1 The MUNICIPALITY shall designate a project representative authorized to work with the SUB-GRANTEE with respect to the project. **The MUNICIPALITY'S representative is Chris Nolan-Zeller, Assistant Town Administrator, TELEPHONE 413-863-3200 x 109.**

4.1 REPORTING: The SUB-GRANTEE will submit written reports to the MUNICIPALITY'S grant administrative agency, **FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY**, 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.

REPORT: Quarterly Report; 7 business days following the end of each quarter.

| QUARTERLY PROGRESS REPORT | QUARTER ENDING |
|------------------------------|----------------|
| #1 | 12/31/25 |
| #2 | 03/31/26 |
| #3 | 06/30/26 |
| #4 | 09/30/26 |

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

The SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE are to commence on or about **October 1, 2025** 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, 2026**.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the SUB-GRANTEE a total fee in amount not to exceed **TWENTY THOUSAND AND 00/100** Dollars (\$20,000.00), 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. Payment of invoices will be tied to progress towards meeting the grant milestones and to SUB-GRANTEE's satisfactory compliance with the terms of this Contract, as determined by the MUNICIPALITY, as CDBG is a performance-based program. By submission of an invoice, the SUB-GRANTEE represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, SUB-GRANTEE 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): SUB-GRANTEE 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 the final quarterly report.

8.2 ACCESS TO RECORDS: The SUB-GRANTEE 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 EOHLA, 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 complete data of the SUB-GRANTEE which pertain to the performance of the provisions and requirements of this Agreement, as provided by State Executive Order 195.

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the SUB-GRANTEE. In case of termination, all finished and unfinished documents and records of the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHLA prior to its effective date.

8.5 NON-DISCRIMINATION: The SUB-GRANTEE 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 Orders 12892 and 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 SUB-GRANTEE 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 federal or state law. The SUB-GRANTEE 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 federal or state 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 SUB-GRANTEE shall post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The SUB-GRANTEE 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 federal or state law.

8.6 **PROCUREMENT STANDARDS:** The SUB-GRANTEE shall adhere to the requirements set forth in Mass. CDBG regulations and 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 state policy that the recipient takes affirmative steps to award a fair share of contracts taken to ensure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUB-GRANTEE 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 must comply with 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent such regulations are applicable and still in effect.

8.8 **EMPLOYMENT OPPORTUNITIES:** Where applicable, the SUB-GRANTEE 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 CFR 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 SUB-GRANTEE shall adhere to the provisions of State Executive Orders 215 and 526.

8.10 **LABOR STANDARDS:** Where applicable, the SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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. §§ 1501 et seq.

8.12 **DOMESTIC PREFERENCES FOR PROCUREMENTS:** Pursuant to 2 CFR § 200.322, the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHLC 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 SUB-GRANTEE 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 EOHLC. This Contract is subject to such modifications as may be required by changes in Federal or Massachusetts State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be a part of this Contract on the effective date of such change, as if fully set forth herein.

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 SUB-GRANTEE 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 SUB-GRANTEE's breach of this Agreement or the negligence or misconduct of the SUB-GRANTEE, or the agents or employees.

11. LICENSES: The SUB-GRANTEE 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 SUB-GRANTEE will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and EOHLC, 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 SUB-GRANTEE certifies that the SUB-GRANTEE 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 SUB-GRANTEE shall communicate these provisions to and enforce them against its subcontractors, and that the SUB-GRANTEE shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the SUB-GRANTEE is given access as part of this Agreement, from unauthorized access, destruction use, modification, disclosure, or loss.

The SUB-GRANTEE 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 SUB-GRANTEE acts as a holder of personal data and the SUB-GRANTEE 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 SUB-GRANTEE 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 EOHLC, the MUNICIPALITY, or the SUB-GRANTEE to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

The SUB-GRANTEE and its employees shall generally not conduct Massachusetts CDBG program business through or send confidential Massachusetts CDBG program business information to the employee's personal email account. In addition, the SUB-GRANTEE will promptly notify EOHLC in the event of any security breach including the unauthorized access, disbursement, use or disposal of the Massachusetts CDBG program business records and information. In the event of a security breach, the SUB-GRANTEE will cooperate with the MUNICIPALITY, EOHLC, and their authorized representatives and will provide access to any information necessary to respond to the security breach.

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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE, 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 SUB-GRANTEE shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

19. CLOSEOUT: The SUB-GRANTEE 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. | |
| Heartwing Center: By: _____ | _____ |
| (Executive Director) | (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 SUB-GRANTEE have executed this AGREEMENT under seal in triplicate as of the date above written.

Approvals and Signatures

| | | | |
|---------------------------------|-----------|--------------------------|------|
| By: TOWN/CITY OF MONTAGUE | : | By: THE HEARTWING CENTER | |
| | 1/26/2026 | | |
| Authorized Signatory | Date | Signatory/Title | Date |
| Matthew Lord, Selectboard Chair | | | |

ATTACHMENT A
SUB-GRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which **THE HEARTWING CENTER** (the SUB-GRANTEE) will perform as a funded Social Service Agency for the Town of Montague's FY 2025 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT) **FAMILIES LEARNING TOGETHER STRONG PROGRAM**. The SUB-GRANTEE will provide all administrative and program services necessary to implement the GRANT ACTIVITY and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC).

GENERAL ADMINISTRATION

The SUB-GRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the PROGRAM activity.
3. Prepare and submit all required quarterly reports to the Town's Grant Administering Agency, Franklin County Regional Housing and Redevelopment Authority, to be shared with EOHLC and Town Residents.

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2025 MONTAGUE Community Development Fund application, including your program: **Families Learning Together Strong Program**

OFFICE LOCATION AND CONTACT INFORMATION:

The Program office will be located at the SUB-GRANTEE's central office:

The Heartwing Center Community Resource Center, Inc.

41-43 3rd Street & 78 Avenue A

P. O. Box 792

Turners Falls, MA 01376

GRANT PROGRAM ADMINISTRATIVE CONTACT:

Sharon Pleasant, Community Development Program Manager

Franklin County Regional Housing & Redevelopment Authority

241 Millers Falls Road

Turners Falls, MA 01376

413-223-5215 or spleasant@fcrhra.org

ATTACHMENT B
METHOD AND COMPENSATION SCHEDULE

The TOWN will pay **THE HEARTWING CENTER COMMUNITY RESOURCE CENTER**, (SUB-GRANTEE) TWENTY THOUSAND DOLLARS (\$20,000) for implementation of the **FAMILIES LEARNING TOGETHER STRONG PROGRAM** (“the Program) of the FY2025 Town of Montague Community Development Fund Grant Program for the period October 1, 2025, through September 30, 2026.

The SUB-GRANTEE may invoice quarterly for the quarters ending 12/31/25, 03/31/26, 06/30/26 and 09/30/26. Invoices shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, reporting on participant documentation must also be submitted.

SUB-GRANTEE Fee and Program Schedule: = \$20,000

TOWN OF MONTAGUE
Community Development Block Grant Program (CDBG)

FY2026 Informational Meeting

January 26, 2026

DISCUSSION OF FY2026 CDBG APPLICATION PROCESS

Eligible Activities: Activities must benefit low/moderate income people or eliminate slum/blight

- **Housing assistance:** rehabilitation of substandard dwelling units, lead paint abatement, rehabilitation of shelters or transitional housing, site development costs for new housing projects (in very limited instances, new housing construction), and relocation.
- **Public facilities:** design, senior centers, neighborhood centers, parks and playgrounds, youth centers, architectural barrier removal, and other types of facilities that serve the needs of low- and moderate-income persons.
- **Infrastructure:** design, reconstruction of streets and sidewalks, drainage improvements, upgrade of water supply and distribution systems, and construction or repair of sewer lines, including infrastructure to housing projects.
- **Public Social Services:** day care subsidies, substance abuse counseling, community policing, elder services, first-time homebuyer counseling and down payment assistance, assistance for the homeless, disabled, illiterate adults, abused children, battered spouses and other predominantly low- and moderate-income clientele.
- **Planning Projects:** planning and pre-development assistance; it must be demonstrated that upon implementation the planned activities will meet a national objective.

Some proposed changes by Executive Office of Housing and Livable Communities:

18 month implementation period – July 1, 2026 to December 31, 2027

Application Available: Tuesday, February 17, 2026

Application Submission Deadline: Tuesday, April 21, 2026

Timely Expenditure:

90% of all grant funds awarded for FY22/23 must be fully expended

- (22.23 Montague currently at 86%)

40% of all grant funds awarded for FY24 must be fully expended

- (24MONT currently at 25%)
- If 40% is not expended, Municipality must contact EOHLC to request process for submitting a waiver. Deadline for submitting a waiver is February 27, 2026.

Grant Award Amounts:

| | |
|---|-------------|
| Single Municipality: | \$950,000 |
| Two Municipalities (Regional) | \$1,150,000 |
| Three or more Municipalities (Regional) | \$1,150,000 |
| Planning- or Design-only Grants | \$10,000 |

Process:

- Informational meeting to inform and solicit public input into eligible activities
- The Board of Selectmen, Town Administrator and Town Planner review public comments and select activities to make the grant application as competitive as possible
- The Town will hold a public hearing to present activities for discussion and possible inclusion in the FY 2026 CDBG Application

PUBLIC COMMENTS:

TOWN INFORMATION SHEET**MONTAGUE****STATS****4,070 Housing Units*****3,757 occupied housing units (81% built prior to 1979)*****Population 8,251 (20% 65 years and older)*****Taken from the ACS 2016-2020 5 Year Franklin County Profiles*

HUD Community Low/Moderate Income Scores..... FY25 Grant: 43.5% / Score of 9
 **FY24 Grant: 50.6% / score of 10**

Housing Rehabilitation Program Income funds:.....None on hand currently**Original Outstanding Mortgages\$4,687,295****..(*balance calculations vary, depending on the loan terms at time of issue).***Previous participation in CDBG Programs 38 Times****Current Outstanding Mortgages:**

| YEAR | PROGRAM/TOWNS | MORTGAGES |
|-------------|--|------------------|
| 1984 | Greenfield, Montague, Shelburne and Buckland | \$4,645 |
| 1986 | Montague | \$85,685 |
| 1987 | Montague | \$98,220 |
| 1988 | Montague | \$208,241 |
| 1989 | Montague | \$388,471 |
| 1990 | Montague | \$162,104 |
| 1991 | Montague, Sunderland, Gill | \$127,759 |
| 1992 | Montague, Leverett, Shutesbury & Sunderland | \$92,910 |
| 1993 | Montague & Gill | \$147,911 |
| 1994 | HOME | \$0.00 |
| 1994 | Northfield, Montague, Greenfield & Leyden | \$73,914 |
| 1995 | Montague (Lake Pleasant) | \$56,795 |
| 1996 | Wendell, Warwick, Orange, Montague & Bernardston | \$67,393 |
| 1997 | Montague | \$40,000 |
| 1998 | Montague, Colrain, Shelburne | \$76,418 |
| 1999 | Montague, Orange & Wendell | \$110,921 |
| 2000 | Montague | \$10,003 |
| 2000 | Montague Façade | \$0.00 |
| 2002 | Montague, Leverett & Greenfield | \$108,452 |
| 2003 | Heath, Amherst, Colrain, Gill, Montague & Orange | \$165,178 |

| | | |
|---------|---|--------------------|
| 2003 | Montague (PF/AB) | \$0 |
| 2004 | Montague, Amherst, Deerfield, Gill & Greenfield | \$199,454 |
| 2005 | Montague (PF/INFRA) | \$0.00 |
| 2006 | Montague & Ashfield | \$87,710 |
| 2007 | Montague | \$145,150 |
| 2009 | Montague | \$215,521 |
| 2010 | Northfield, Monroe, Mont.Cntr, Sunderland | \$112,185 |
| 2011 | Montague | \$76,370 |
| 2012 | Montague | \$129,923 |
| 2013 | Montague | \$155,705 |
| 2014 | Montague (Turners Falls) | \$127,490 |
| 2015 | Montague (Lake Pleasant) | \$190,510 |
| 2016 | Montague (Turners Falls) | \$173,891 |
| 2017 | Montague | \$98,179 |
| 2018 | Montague | \$146,752 |
| 2020 | Montague | \$286,484 |
| 2021 | Montague | \$118,143 |
| 2022.23 | Montague | \$273,530 |
| 2024 | Montague | \$0 |
| HRRLF | Program Income | \$125,280 |
| | TOTAL OUTSTANDING MORTGAGES | \$4,687,295 |

To: Selectboards and Town Administrators/Coordinators
From: Alan Genovese, STRPB Chair, Greg Snedeker, Vice Chair /Secretary/Treasurer
CC: STRPB Members
RE: Progress Update, Funding Support, Feedback on 5 Town/Six Town Warrant Articles

We trust your New Year is off to a great start and wish you the best in the coming year.

Progress Update - RA & LRP: Since our last communication we have been working with DESE on finalizing the Regional Agreement (RA), updating and revising the Long Range Plan (LRP) and coordinating other related requirements. Needless to say, this has been an arduous process but progress is being made. We are in the home stretch with the RA and it should be completed in the next couple of weeks. DESE is reviewing the Long Range Plan and providing feedback. The PB will soon approve both these revised documents

Ballot Question: Thanks to your letters of support of “leveling the playing field” and requesting that voting takes place at the polls in all towns, our legislators are exploring a potential pathway for this to happen. You should have received an email from Senator Comerford explaining that the Senate Counsel believes that because the legislation is regional or county-based it is not subject to the Home Rule Petition amendment and this legislation would not be specific to a single town.

Senator Comerford noted that Representative Whipps has graciously offered to check with House Counsel to see if her colleagues concur. If special legislation can be filed, it would be a “late-file” bill and would need to be admitted by both the House and Senate clerks. It would then be sent to a Joint Committee where it would need to receive a public hearing. After that hearing, it would need to be favorably advanced out of the Joint Committee to either the Rules or the Ways and Means Committee of either the House or the Senate. It would then need to pass the full House and the full Senate before ballots for local elections are printed.

As you have noted, with such a significant question being considered, which would impact all residents, it is important to have as many people as possible weigh-in on this important decision. It would be ideal if this could be coordinated with town elections. If this is not possible, there could be a special election held at a later date. However, depending on the timing of special legislation, if that is permissible, this is something we will be asking for your input before the PB makes a decision on this matter. For planning purposes, please let us know the dates of your Annual Town Meeting and Elections.

Transitional Funding Clarification: In late November, we had a meeting with DESE focused on the LRP and they were helpful in asking questions to help clarify some of the sections. One question was about the expenses in the first year of the Central Office operational budget and

how that was tied to the request for transitional funding. The projected transitional costs were approximately \$435,000 and the proposed Central Office budget for the first year of operation was \$1.9 million.

Backing up two months. In September, I remember driving home thinking about this and pulled over in Northfield and called Greg and told him we needed to let our legislators know ASAP about the need for \$1.9 million for transition costs before they started the budget process. My thinking and focus at the time was that we needed that money for the school committee to begin its first year of operation rather than the money needed to get things set up between a positive vote and the beginning of the new district's operations. Therefore, the transitional costs were incorrectly shared with our legislators. The Long Range Plan was always correct, but the number I cited was unfortunately incorrect. This is why we put so many eyes on our reports, to quickly correct any incorrect data or messaging.

This is great news when considering the transition costs! Since November, we have spent even more time drilling down into these costs to find more savings. In revisiting the LRP it seemed reasonable and prudent to have part-time and stipend positions assisting the Transition School Committee and doing so would make the "ask" more attainable. This resulted in a request for \$250,000. This "good news" was shared with our legislators and correspondence was sent to them to see if it would be possible to include transitional funding for \$250,000 in this year's budget. Even if this is not possible or only partially funded by the State, this lower amount opens up far more possibilities for funding the transition.

I believe Representative Whipps is working on this and if it makes it into the House budget, then it can run its course and be included in the Senate budget. Our representatives are doing everything they can to support the efforts of the Planning Board and your interests. We are grateful to have them working on our behalf. Please note that the updated/revised LRP will be republished on our website in the next couple of weeks.

In the meantime, your letters are very powerful! Writing in support of the \$250,000 for transitional funding would be helpful. This money would be used to hire part time people, possibly pay existing people a stipend, such as superintendent, Business Administrator, for legal services to negotiate 5 Collective Bargaining Agreements, and other costs associated with assisting the Transition School Committee in providing a smooth process for students to transition to the Great River Regional School District. If you would like more detail, please do not hesitate to call me.

Meeting with DESE Commissioner: Senator Comerford is in the process of coordinating a meeting with the Commissioner. Because the Commissioner is new to Massachusetts, the goal of our meeting is to give him more information and context about Western Massachusetts regional

school districts, explain our specific initiative, discuss potential funding sources, and express the need for more regional technical infrastructure, support and resources for towns/districts/Planning Boards. We look forward to providing you an update.

***IMPORTANT* Two Regional Proposals - 5 towns/6 towns:** The possibility of having 2 RAs (i.e., two regional proposals) has been raised by a number of residents in our communities. The law (Chapter 71, Sec. 15) allows for the Planning Board to propose “an agreement or agreements.” As you are aware, the current proposal includes two regional school districts and one municipal school district. If the municipal school district (i.e., Warwick) votes not to support the 6 town regional school district, then the entire proposal fails. **However, if a second RA is proposed with a separate warrant article to vote, whereby the five towns of GM and PV, excluding Warwick, support regionalizing the 5 towns, then it would not be necessary to redo the entire regionalization process.**

The Planning Board had the Abrahams Group recently calculate the assessments for the 5 towns and these have been shared. If you would like to see them again, please send Greg Snedeker a request. Once the 6 town Regional Agreement is finalized, it should be a relatively easy lift to create a 5 town RA. The same would be true for the LRP. We are willing to do this extra work if you believe it should be a viable option for the townspeople to consider. **If possible, would you please put this on your next agenda for discussion (and vote)? Please send us your decision either way. The particulars on how the warrant article(s) are constructed will be pursued if you are in favor of having two proposed RAs as described.**

Basically, Warwick would vote on only one agreement. The other five towns would vote on two agreements. If the townspeople in all 6 towns approve the 6 town RA then we would have a 6 town regional district. If Warwick votes “no,” and if all five towns vote to approve the 5 town RA (second ballot vote), then we would have a 5 town regional district.

Thank you in advance for reading this lengthy correspondence. I hope you found it informative and helpful in keeping you in the loop. If you would like a member of the PB to attend any of your meetings please let us know. We are doing this work on your behalf, and we want to be sure we are representing your interests.

Again, best wishes in the New Year!