

# **MONTAGUE SELECTBOARD MEETING**

**Monday, September 18, 2023**

**In-Person at 1 Avenue A, Turners Falls  
and VIA ZOOM  
AGENDA**

**Zoom Login:** <https://us02web.zoom.us/j/84884566659?>

**Meeting ID:** 848 8456 6659 **Passcode:** 405436

**Dial into meeting:** **+1 646 558 8656**

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

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

## **Meeting Being Taped**

## **Votes May Be Taken**

- 1. 6:30 PM** Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
- 2. 6:30** Approve Selectboard Minutes from August 28 and September 11, 2023
- 3. 6:35** Mass in Motion Grant Report (Collen Doherty, Roberta Potter)
  - Presentation of Mass in Motion Study Findings
  - Response to Findings and Next Steps for MiM Grant Work
- 4. 6:45** Application For Use of Peskeompskut Park: Turners Falls Music Department Fall Music Festival, 9am – 4pm, Saturday, October 28
- 5. 6:50** Personnel Board:
  - Appoint Mackenzie Salls, Administrative Assistant to the Board of Health. NAGE Union Grade B, Step 1, 35 hours, \$19.28/hour. Effective October 2, 2023.
  - Personnel Action – Termination (Retirement). Anne Stuart, Temporary Administrative Assistant to the Board of Health. Effective October 26, 2023.
  - Update: Open Town Clerk Administrative Assistant Position Posted
- 6. 7:00** Execute CDBG Grant in the amount of \$1,325,682 with the Executive Office of Housing and Livable Communities (EOHLC), inclusive of any related forms

## **MONTAGUE SELECTBOARD MEETING**

**Monday, September 18, 2023**

7. 7:05      October 10, 2023 Special Town Meeting Draft Warrant and Recommendations
  - Review and Discuss Draft Warrant and Motions
  - Special Town Meeting Warrant - To Approve and Execute October 10, 2023 draft warrant, attached hereto
  - Special Town Meeting Motions - To Consider any Recommendations
  
8. 7:25      Assistant Town Administrator Business
  - Montague City Road Flooding- Relief project updates
  - Montague Center Library Masonry and Roof Repair updates
  - First Street Housing Development update
  
9. 7:40      Town Administrator Business
  - Accept MIIA Grant Award for Confined Space Entry Safety Equipment (\$3,323)
  - Falls Fest 2023 on October 21 – Planning Update
  - Shea-Colle Roof Project Progress Report
  - Update on Strathmore Boarding and Other Necessary Repairs

**Next Meeting:** Selectboard, Monday, September 25, 2023 at 6:30 PM, via ZOOM

**SPECIAL TOWN MEETING  
TOWN OF MONTAGUE  
COMMONWEALTH OF MASSACHUSETTS  
October 10, 2023**

Franklin, ss.

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

**GREETING:**

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Tuesday, October 10, 2023, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

**ARTICLE 1.** To see if the Town will vote to amend the Town of Montague Consolidated Personnel By-Law by adding Section XIII as follows, or pass any vote or votes in relation thereto:

**Section XIII. Longevity**

- A) Annual longevity payments will be provided in the following amounts for benefited, non-police employees who have completed the indicated years of service:

|                   |         |
|-------------------|---------|
| Five years        | \$300   |
| Ten years         | \$500   |
| Fifteen years     | \$900   |
| Twenty years      | \$1,000 |
| Twenty-five years | \$1,100 |
| Thirty years      | \$1,200 |

- B) The payments authorized by this section shall be applied to the compensation of eligible employees retroactively as of July 1, 2023.

(Selectboard Request)

**ARTICLE 2.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$3,100, or any other amount, for the purpose of increasing the FY2024 budgets for the following departments to accommodate the cost of longevity payments for non-police employees who have completed specified years of service, said appropriation to be contingent upon passage and approval of the bylaw amendment proposed in Article 1 of this Special Town Meeting Warrant; or pass any vote or votes in relation thereto.

| <u>Line Item</u>            | <u>Dollar Amount Increase</u> |
|-----------------------------|-------------------------------|
| 122 Selectboard             | \$ 800                        |
| 135 Accountant              | \$1,000                       |
| 145 Treasurer/Tax Collector | \$ 300                        |
| 420 DPW                     | \$1,000                       |

(Selectboard Request)

**ARTICLE 3.** To see if the Town will vote to increase the COLA base for Montague Contributory Retirement System retirees from \$18,000 to \$30,000, effective July 1, 2024, or pass any vote or votes in relation thereto.

(Montague Retirement Board Request)

**ARTICLE 4.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 5.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,885.56, or any other amount, for the purpose of increasing the Opioid Settlement Stabilization Fund, or pass any vote or votes in relation thereto.

(Board of Health Request)

**ARTICLE 6.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$4,000, or any other amount, for the purpose of purchasing and installing two signs for the Highland Woods green burial area, including any and all incidental or related costs, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

**ARTICLE 7.** To see if the Town will vote pursuant to Massachusetts General Laws, Chapter 114, Section 23 to approve all policies and regulations promulgated by the Montague Cemetery Commission prior to the date of this meeting, copies of which are available at the Office of the Town Clerk and on the Town's website at [https://www.montague-ma.gov/files/MCC Rules and Regulations Final Revised May 2023.pdf](https://www.montague-ma.gov/files/MCC_Rules_and_Regulations_Final_Revised_May_2023.pdf) ; and further to grant the Montague Cemetery Commission authority to promulgate additional policies and

regulations and to amend, revise and/or delete all such policies and regulations, subject to the approval of the Selectboard, without further approval at Town Meeting, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

**ARTICLE 8.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$500,000, or any other amount, for the purpose of constructing and for the payment of all other costs incidental and related thereto, park improvements on the Town's property located at Montague Center Park, Map 43, Lots 118, 119, 121, 122, & 123 which property is held by, managed and controlled by the Parks and Recreation Commission of the Town of Montague for public playground and recreation center purposes; and, further to dedicate said property to park and active recreation purposes under the provisions of G.L. Chapter 45, Section 3 in perpetuity; provided, however, that such funds shall not be expended unless the Town is approved for a Parkland Acquisitions and Renovations for Communities ("PARC") Grant from the Massachusetts Division of Conservation Services for reimbursement of all or a percentage of the project cost, and to authorize the Parks and Recreation Commission, with the approval of the Selectboard, to file on behalf of the Town any and all applications deemed necessary for grants and/or reimbursements from any federal, state or other funds, and to enter into such grant agreements and execute any and all instruments as may be necessary to accomplish the foregoing, or pass any vote or votes in relation thereto.

(Parks and Recreation Request)

**ARTICLE 9.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$7,566.81, or any other amount, for the purpose of paying a prior year unpaid bill of the Clean Water Facility, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

**ARTICLE 10.** To see if the Town will vote to establish a special purpose Clean Water Facility Do Not Use (DNU) Until 2064 Stabilization Fund in accordance with MGL Chapter 40 Section 5B, and raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$68,100, or any other amount, for the purpose of funding said stabilization fund, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

**ARTICLE 11.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$209,000, or any other amount, for the purpose of increasing the amount appropriated pursuant to Article 18 of the May 7, 2022 Annual Town

Meeting, which appropriated the sum of \$130,000 for the purchase and installation of a backup generator for the Clean Water Facility and all incidental installation costs to include but not be limited to the corresponding moving of transfer switches and fuel tank, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

**ARTICLE 12.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,400, or any other amount, for the purpose of performing a local limits study in accordance with the Town's National Pollution Elimination Discharge Elimination System (NPDES) Permit obligations requirements, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

**ARTICLE 13.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$95,000, or any other amount, for the purpose of replacing two pumping station generators, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Sewer Commission– CWF Request)

**ARTICLE 14.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$99,900, or any other amount, for the purpose of securing professional consulting services to conduct analysis and reporting in support of collections system regulatory compliance, and for the development of updated local sewer regulations, including all related or incidental costs, or pass any vote or votes in relation thereto.

(Sewer Commission– DPW Request)

**ARTICLE 15.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,000, or any other amount, for the purpose of securing professional consulting services to assess and develop plans related to the Town's wastewater collections system capacity, operations and maintenance, and high flow protocols, inclusive of a including all related or incidental costs, or pass any vote or votes in relation thereto.

(Sewer Commission – DPW Request)

**ARTICLE 16.** To see if the Town will vote to acquire and accept, by donation, from Farren Care Center, Inc., or the current owner, the real property located at 340-350, and 356 Montague City Road, Turners Falls, and shown as Parcels 12-0-044, 12-0-044A, and 12-0-051, and being Lots B and C on a plan entitled "Plan of Land in Montague Massachusetts Surveyed for The Farren Memorial Hospital" dated September 11, 1989, recorded with the Franklin Registry of Deeds in Plan Book 79, Page 4, on such terms and conditions as the Selectboard shall deem to be in the best interest of the Town; and to authorize the Selectboard to take all actions and execute all documents necessary and appropriate for said acquisition and acceptance, or pass any vote or votes in relation thereto.

(Selectboard Request)

Given under our hands this 18th day of September in the Year of Our Lord Two Thousand and Twenty-Three.

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Richard Kuklewicz, Chairman  
Selectboard, Town of Montague

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Matthew Lord

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Christopher M. Boutwell, Sr.

Franklin, ss     Montague, MA     September     , 2023

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

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Constable of Montague

# *An Age-Friendly Town Benefits ALL Residents*

## Montague Mass in Motion Final Report Excerpts

August 2023

***Roberta Potter***, Director Gill Montague Council on Aging

***Colleen Doherty***, Facilitator for Montague Mass in Motion



# Committee Members and Contributors

- *Eileen Dowd* - Turners Falls resident
- *Caitlin Kelly* – Library Director
- *Eileen Mariani* - Montague resident
- *Gina McNeely* – Director of Public Health (former)
- *Ryan Paxton* - Director of Public Health
- *Maureen Pollock* - Town Planner
- *Roberta Potter* – Council on Aging/Senior Center Director
- *Roy Rosenblatt* - Montague resident
- Guest and Resource Assistance: *Rachel Stoler* - Community Health Program Manager, FRCOG

# Mass in Motion

\*A statewide movement that promotes opportunities for healthy eating and active living in the places people live, learn, work and play. Under the umbrella of Massachusetts Department of Public Health

\*FRCOG obtained funding from Mass in Motion to enhance the status of older adults in 11 towns in Western, MA

\* Town of Montague objectives : Convene a work group for the purpose of identifying age and dementia-friendly:

- **priority issues** (concerns/problems)
  - **root causes** (reasons why)
  - **strategies** (possible solutions)
  - **implementation** (how to)
- **resources** (with the assistance from FRCOG)

# Importance of “Age-Friendly”

- By 2034, the United States will — for the first time ever — be a country comprised of more older adults than of children. A livable community is one that is safe and secure. It offers choices in where to live and how to get around. And it equitably serves residents of all ages, ability levels, incomes, races, ethnicities, and other backgrounds. Livable communities: enhance personal independence; allow residents to remain in their homes and communities as they age; and provide opportunities for residents of all ages, ability levels, and backgrounds to engage fully in civic, economic, and social life.

*AARP*

- **In Montague 32% of adults are over the age of 60 (2020 census)**

# Domains of Livability

Committee selected: **HOUSING, SOCIAL, HEALTH, COMMUNICATION**



# Existing Positive Age-Friendly Aspects in Montague

- Newly formed non-profit Montague Villages (in planning stage)
- The Town of Montague updated its ADA Self-Evaluation and Transition Plan in 2018 and is making efforts to provide ADA improvements to areas identified in the plan
- Pedestrian crossing safety features throughout town
- Montague Reporter (important print information)
- Centralized location of affordable housing
- Council on Aging
- Farren re-build – possible residence and/or resource for seniors
- River Culture
- Library delivery system
- Bike Path
- Discovery Center

# Highlights of Recommendations and (possible solutions in progress)

- Need more affordable housing for both low- and moderate-income seniors
- Support for home-owners to remain in their homes (Montague Villages Project)
- Develop workshops for online usage re: medical, information, correspondence, social interactions (digital equity)
- Improve social isolation among seniors (Village Project, increased communication in print form)
- Information for a deeper understanding of dementia for care-givers (LifePath workshops)

## • **PRIORITY**

- \*Nurse position with some hours at the Senior Center
- \*Increase capacity of Senior Center through creation of part-time Outreach Specialist or similar position
- \*Education and Communication for Seniors via workshop series in all villages (see report for specific areas)
- \*Transportation Improvements for seniors

# Benefits of Age-Friendly Towns

MMIM committee members put forth the following related statements:

- ***Aging populations are both economic and historical resources – tax base, local merchant and business supports***
- ***ADA compliance features/structures are utilized by the population at large - baby carriages, carrying heavy goods, post-surgery..***
- ***Safety, diversity, inclusion, embracing all ages and abilities create a welcoming and healthy town environment to attract and keep local businesses.***

In addition to the benefits of Montague becoming a true age-friendly town, MMIM committee members strongly recommended that:

- ***All town initiatives must take aging into consideration.***

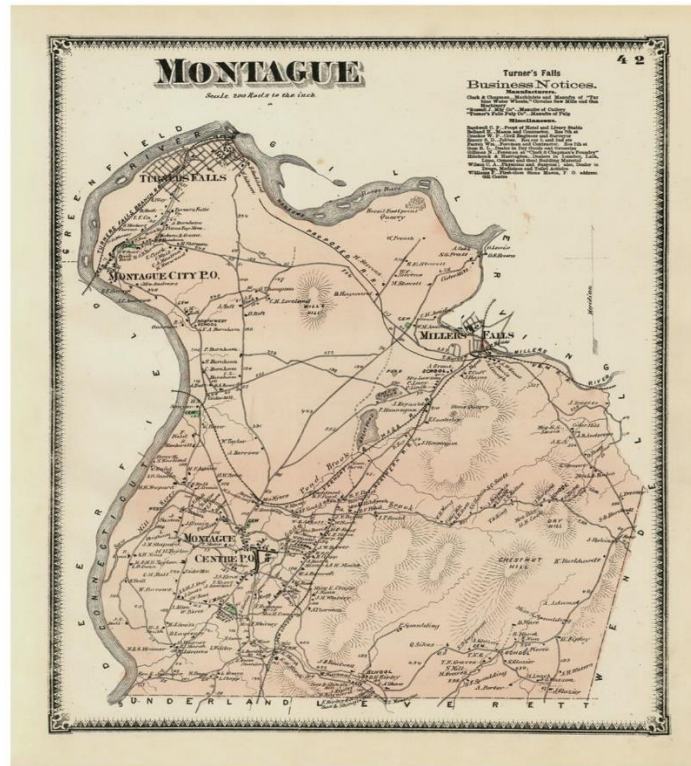
**Questions/Comments**

**THANK YOU**



# ***An Age-Friendly Town Benefits All Residents***

Montague Mass in Motion Final Report 8/9/23



Submitted by: Colleen R. Doherty, Facilitator, Turners Falls resident

## **Committee Members and Contributors:**

Eileen Dowd - Turners Falls resident  
 Caitlin Kelly – Library Director  
 Eileen Mariani - Montague resident  
 Gina McNeely – Director of Public Health (former)  
 Ryan Paxton - Director of Public Health  
 Maureen Pollock - Town Planner  
 Roberta Potter – Council on Aging/Senior Center Director  
 Roy Rosenblatt - Montague resident

## **Guest and Resource Assistance:**

Rachel Stoler - Community Health Program Manager, FRCOG

## INTRODUCTION: Rationale, Purpose, Agency Collaboration

Older adults/seniors are certainly in the limelight at present. Numerous articles, initiatives, and programs provide us with a heightened awareness and focus on what it means to be “age-friendly.” Whether it be sheer demographics, the impact of social media, or an extension of equity and inclusion; international, national, state-wide and now local projects are embracing aging with unprecedented momentum.

-People worldwide are living longer. Today most people can expect to live into their sixties and beyond. Every country in the world is experiencing growth in both the size and the proportion of older persons in the population. By 2050, the world’s population of people aged 60 years and older will double (2.1 billion). The number of persons aged 80 years or older is expected to triple between 2020 and 2050 to reach 426 million. [WHO](#)

-Approximately 45 million Americans are age 65 or older. By 2030, that number will reach 73 million Americans. At that point, fully one in five Americans will be older than 65. By 2034, the United States will — for the first time ever — be a country comprised of more older adults than of children. A livable community is one that is safe and secure. It offers choices in where to live and how to get around. And it equitably serves residents of all ages, ability levels, incomes, races, ethnicities, and other backgrounds. Livable communities: enhance personal independence; allow residents to remain in their homes and communities as they age; and provide opportunities for residents of all ages, ability levels, and backgrounds to engage fully in civic, economic, and social life. [AARP](#)

-An age-friendly community is a place that makes it easy for older people to stay connected to people that are important to them. And it helps people stay healthy and active even at the oldest ages and provides appropriate support to those who can no longer look after themselves. LifePath’s Age-Friendly projects and surveys. [LifePath](#)

-Massachusetts’ Final report entitled [Reimagine Aging](#) provides a guide for others stating accomplishments in the areas of: community, information and communication, framing (from challenge to asset), age-friendly policies and practices, economic stability, and sustainability. Though this report was made available by a committee member after the last meeting, the content confirms that we were/are on the right track with our recommendations.

Adults over sixty years of age represent a sizeable population to be listened to and respected with regards to improving living situations both now and in the future. Age-friendly focus areas are not confined to “older adults” as the goal is to improve living standards for all residents.

*\*\*Everyone is aging. When we help an older person continue to live, work, and volunteer in our communities, we all benefit from their energy, experience and contributions. As we grow older, we want to be able to live as independently as we can, in cities and towns where our contributions are respected and valued and our changing needs are supported. [Age-Friendly Massachusetts](#)*

It is timely and encouraging that the Town of Montague elected to build on existing age-friendly projects by participating in the region-wide Mass in Motion project in the Spring of 2023. The Mass in Motion Age and Dementia-Friendly initiative is a collaboration between the Town of Montague, the Franklin Regional Council of Governments (FRCOG), and LifePath, under the state-wide umbrella of the Massachusetts Department of Health.

The main objectives stated by FRCOG and the Town of Montague were very specific: Convene a work group for the purpose of identifying age and dementia-friendly:

**-priority issues (concerns/problems), root causes (reasons why), strategies (possible solutions), implementation (how to), and resources** (with the assistance from FRCOG).

## **THE WORK: Committee Composition, Meetings, Information Sources**

The work group referred to as the Montague Mass in Motion (MMIM) Committee consisted of four town employees representing key offices related to the objectives: senior services, library, planning, and health. Of particular importance was the knowledge and thirteen plus years perspective of the Director of the Gill Montague Senior Center/ Council on Aging. Having first-hand experience addressing a range of issues facing older adults from securing housing, food, and health-care providers to how to dispose of furniture and fix back porch steps, acquainted MMIM members with the range of needs as well as critical resources for older adults. Four older adult community members, most with substantial longevity in and commitment to Montague represented “local experts” who are proven advocates for seniors. One committee member describes her background and passion with these words:

*I feel deeply attached to the town and have lived here for 54 years. I have also been a member of Our Lady of Peace church in Turners Falls for over 50 years, giving me a broader sense of the whole community. I was also a founding member of Montague Catholic Social Ministries and a long-time board member. I also taught at Erving Elementary for 26 years! So now as I age on, and my friends too, we hope this initiative of Montague Villages keeps us connected to the end!!*

Four meetings were conducted in accordance with the Massachusetts Open Meeting Laws, including posting of agendas and minutes to the town web site.

The main source of information initially utilized was the survey and report entitled: [Mass in Motion Age and Dementia Friendly Initiative in Montague, December 2022](#)

The report is the result of a comprehensive survey conducted by LifePath and was a useful starting point. Of particular importance and a solid frame of reference for the group was the graphic - 8 Domains of Livability provided by AARP.

The difficulty of obtaining a sizeable response rate for any survey is always a challenge, as seen in the Montague specific data having a response rate (88) of less than 5% of the older adult population. While the responses were reviewed and appreciated, the “local expert” committee members exercised a cautionary view of the findings, agreeing with some conclusions, but not all. Examples:

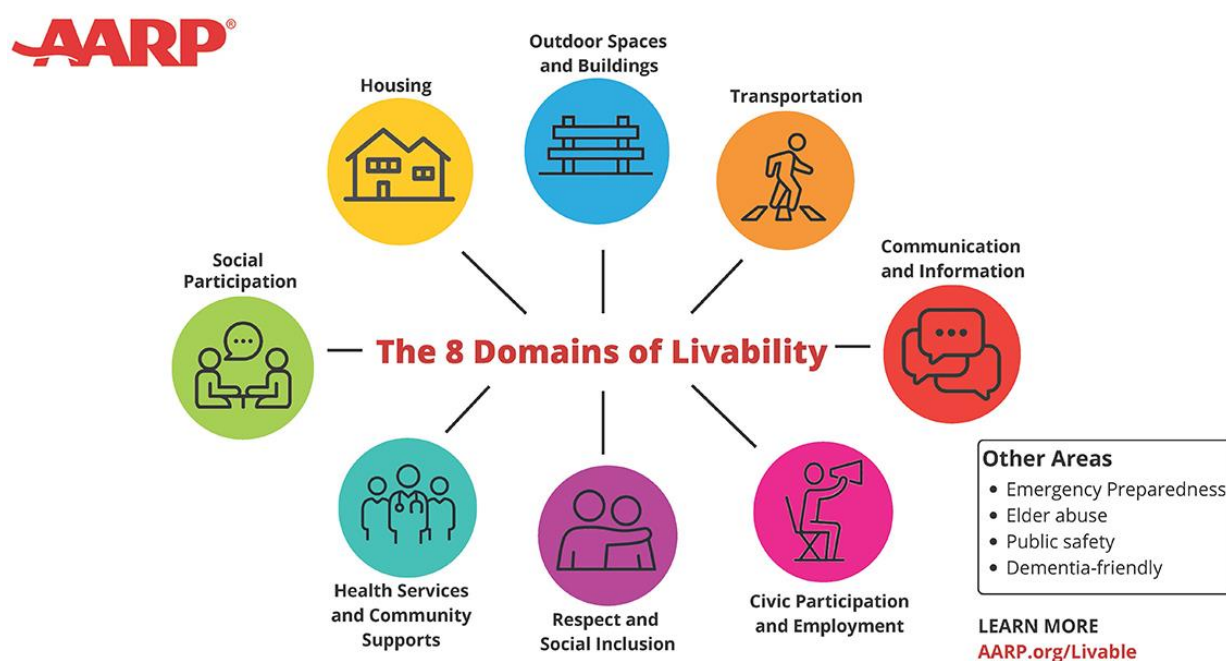
Housing: 83% reported that it was important for them to stay in their town as they age, and 84% in their home. This was generally agreed upon as accurate.

Tele-Health: 74% of respondents have used telehealth at least once. 72% had a good experience. 54% would prefer to see their provider in person. 67% found the

*technology was not confusing to use.* These results were regarded as questionable and may reflect an economic and digital equity divide. Perhaps the survey respondents had greater access to and familiarity with the internet and computer-based health systems.

## DOMAINS OF LIVABILITY:

Upon discussion and review of existing information it appeared that the Domains of Livability would be the focus and lead us to the goal of identifying **priority issues, root causes, strategies, implementation, and resources** to support age and dementia-friendly priorities in Montague. In addition to the “domains” being comprehensive, sensible, and a solid basis for discussion, AARP LifePath, the Massachusetts ReImagine report and countless other age-friendly projects and reports utilize these areas.



Illustrations from iStock

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The committee decided to prioritize and focus on the four domains deemed the most important: **\*Housing, \*Social Participation, \*Health and Community Supports, \*Communication and Information.** As **social participation** and **social inclusion/respect** can be viewed as similar, both were included in discussions and recommendations. Individual members took the lead on specific domains of interest followed by a deeper, whole group discussion. These discussions were the main focus of subsequent meetings resulting in the chart of key recommendations.

## **KEY RECOMMENDATIONS: Existing Positive Age-friendly Aspects in Montague, Domains Chart, Priorities**

Though the specific recommendations are viewed as necessary to support Montague residents as they age, as well as useful for all Montague residents, it was important to acknowledge some positive aspects that currently exist, recognizing that there may be other projects underway, unknown to us at the time. The MMIM committee members recognized the following:

- \*Newly formed non-profit Montague Villages (in planning stage)
- \*The Town of Montague updated its ADA Self-Evaluation and Transition Plan in 2018 and is making efforts to provide ADA improvements to areas identified in the plan
- \*Pedestrian crossing safety features throughout town
- \*Montague Reporter (important print information)
- \*Centralized location of affordable housing
- \*Council on Aging
- \*Farren re-build – possible residence and/or resource for seniors
- \*River Culture
- \*Library delivery system
- \*Bike Path
- \*Discovery Center

## **DOMAINS Charts**

Highlighted areas of the chart denote those items resulting in substantial discussion and of greater importance. The committee identified the following as **priority**:

- \*Nurse position with some hours at the Senior Center
- \*Increase capacity of Senior Center through creation of part-time Outreach Specialist or similar position
- \*Education and Communication for Seniors via workshop series in all villages (see report for specific areas)
- \*Transportation Improvements for seniors

## Montague Mass in Motion:

## HOUSING

| PRIORITY ISSUE  | ROOT CAUSES  | STRATEGIES  | IMPLEMENTATION  | RESOURCES   |
|---|--|---|---|---|
| <ul style="list-style-type: none"> <li>*Need more affordable housing for both low- and moderate-income seniors</li> <li>*Need additional rental opportunities</li> <li>*Need support for homeowners to remain in homes</li> <li>*Condition(s) of housing</li> </ul> | <ul style="list-style-type: none"> <li>*Lack of knowledge of multiple agencies involved in housing</li> <li>*High taxes</li> <li>*Lack of knowledge of resources to rehab properties</li> <li>*Lack of information on ADU's</li> <li>*Reluctance to question conditions for fear of losing voucher or getting evicted</li> </ul> | <ul style="list-style-type: none"> <li>*Affordable housing coalition info sessions</li> <li>*Education and outreach regarding zoning laws.</li> <li>*Understand two types of vouchers: traveling and stationery</li> <li>*Opportunities for towns to repair existing buildings</li> <li>*Promote CDBG 0% interest loans where applicable</li> <li>*AG receivership program for abandon buildings</li> <li>*Utilize ADU's in rural parts of towns where space is more available</li> <li>*Revamp older homes</li> <li>*Explore tax write off program for older adults</li> </ul> | <ul style="list-style-type: none"> <li>*Expand and promote information on housing rehab programs</li> <li>*Awareness of time-sensitive schedules as CPA has to be approved at annual town meeting prior to listing on ballot</li> <li>*Utilize Neighbor to Neighbor programs to support homeowners remaining in homes</li> <li>*Utilize HRA loan programs for 0% interest loans for home modifications that increase accessibility</li> </ul> | <ul style="list-style-type: none"> <li>*Housing rehab programs</li> <li>*Emerging and existing Neighbor to Neighbor programs</li> <li>*HRA Loan Programs</li> </ul> |

Additional housing related information:

-Montague is at 9.6% affordable housing

-CHAPA = citizen housing and planning association

-SHI = subsidized housing inventory

-AMI = area median income

-CDBG = Community development block grant

-ADU considerations: parking, septic, size, owner occupied



## Montague Mass in Motion:

## SOCIAL PARTICIPATION/RESPECT AND INCLUSION

| PRIORITY ISSUE  | ROOT CAUSES   | STRATEGIES  | IMPLEMENTATION  | RESOURCES   |
|---|---|---|---|---|
| <p>*Social Isolation (Importance of establishing and keeping connections)</p> <p>*Degradation of communication and connections during Covid</p> <p>*Lack of programming for seniors or is it lack of communication?</p> <p>*Lack of usage of Gill Montague Senior Center from Lake Pleasant, Montague City, Millers Falls</p> | <p><b>*Limited public transit and lack of van service</b></p> <p>*Drivers do not assist with packages</p> <p>*People in rural areas not accustomed to using public transportation</p> <p>*Difficult for caregivers to go out *Hearing difficulty may impede participation *Sound systems in some buildings such as TFHS, town hall effects hearing*Lack of wheelchair accessibility at TF library for story hour and other programs</p> | <p>*Need to prepare seniors for not being able to drive</p> <p>*Fixed route buses are free</p> <p>*Educate and promote use of Response Demand FRTA Service, including use of app</p> <p>*FRTA presentation</p> <p>*Utilize MCTV for town meetings. Closed captioning??</p> <p>*Utilize Intergenerational programming at Senior Center and other locations</p> <p>Story hour at Farmers Market</p> | <p>*Support and utilize newly formed Montague Villages and similar Neighbor to Neighbor programs</p> <p>*Negotiations underway to have stop at Sunrise Village Senior apartments</p> <p>*Improve sound systems in buildings</p> | <p>Montague Villages (newly formed neighbor helping neighbor program)</p> <p>FRTA presentation including bus training</p> <p>*Grant opportunities for listening devices</p> |



## Montague Mass in Motion:

## HEALTH AND COMMUNITY SUPPORTS

| PRIORITY ISSUE  | ROOT CAUSES  | STRATEGIES  | IMPLEMENTATION  | RESOURCES   |
|---|--|---|---|---|
| <p>*Diabetes, bone density, high blood pressure, blood sugar levels</p> <p>*No direct service NURSE. (previous nurse went to every village)</p> <p>*No walk-in vaccination clinics. Must register on-line</p> <p>*Need clarity on HOW to recognize dementia</p> <p>*Hearing loss connected to depression and social isolation</p> <p>*Hearing problems for seniors as well as for younger population. (Good hearing can be related to confidence level)</p> <p>*Addiction</p> | <p>* Little if any screening for conditions. Lack of transportation for food, health care appointments</p> <p>*Some older adults do not utilize online resources</p> <p>*Lack of knowledge regarding resources</p> | <p>*iPad for online shopping</p> <p>*Nurse position needed with possible outreach in different locations</p> <p>*Walk-in vax clinics and workshops on how to access and use online resources</p> <p>*Education sessions on how to recognize and cope with dementia; support for individuals and families (through LifePath)</p> <p>*Educational programs on how to access hearing aids.</p> <p>*Hearing devices easily connected to phone (blue tooth).</p> | <p>*Request to devote set Nurse hours to needs of older adults, possibly at the Montague Senior Center</p> <p>*Schedule Vax clinics at Senior Center for call or drop-in appointments.</p> <p>*Develop workshops for online usage</p> | <p>*Footcare by Nurses. Monthly program at Senior Center</p> <p>*New 10 hr. town Nurse position</p> <p>*J. Fischer (Gfld.) audiologist develops individualized plans and has some walk-in hours</p> |

| <b><u>PRIORITY ISSUE</u></b>  | <b><u>ROOT CAUSES</u></b>  | <b><u>STRATEGIES</u></b>   | <b><u>IMPLEMENTATION</u></b> | <b><u>RESOURCES</u></b>   |
|---|--|--|------------------------------|---|
| <ul style="list-style-type: none"> <li>*Vision impairment</li> <li>*Lack of Primary Care Providers and Specialists</li> <li>*Medication Management</li> <li>*Problematic and lack of good seating, particularly on Avenue A in Turners Falls</li> </ul> | <ul style="list-style-type: none"> <li>*Lack of connection of existing services (continuity of care)</li> <li>*Medical professionals leaving area</li> </ul> | <ul style="list-style-type: none"> <li>*Support to manage medications</li> <li>*Need for comfortable, functional, non-metal benches as well as increase the number of benches.</li> <li>*Shaded areas are essential</li> <li>* An Age-Friendly town benefits all residents!</li> <li>*ALL town related initiatives must take aging into consideration</li> </ul> |                              | <p><b>Health and Other related RESOURCES:</b></p> <ul style="list-style-type: none"> <li>*Community Compact, Community Health Inclusion Index, Community Block Grants (services and development), Dept. of Agriculture Food Systems Infrastructure Grants, MA Healthy Aging Collaborative Newsletter (funding opportunities), United Way, Community Foundation of Western MA, LifePath, Massachusetts AARP, ReImagine Aging: Planning Together to Create an Age-Friendly Future for MA</li> </ul> |

## Montague Mass in Motion:

## COMMUNICATION AND INFORMATION

| PRIORITY ISSUE   | ROOT CAUSES   | STRATEGIES  | IMPLEMENTATION   | RESOURCES  |
|--|---|---|--|--|
| <ul style="list-style-type: none"> <li>*Senior Center Website under-utilized</li> <li>*Senior Newsletter on back of calendar lacking large-scale distribution</li> <li>*Town of Montague website not user friendly and important information is difficult to locate</li> <li>*Limited viewers of town TV station</li> <li>*Not everyone can or wants to use the internet. PRINT form is the preference of many seniors.</li> <li>*Digital access and inequities exist among some older and low-income adults.</li> </ul> | <ul style="list-style-type: none"> <li>*Needs update and on-going maintenance</li> <li>*Lack of capacity to produce Newsletter.</li> <li>*Current staffing is one 21 hr. per week position.</li> <li>*Printing costs are high</li> <li>*Inertia and lack of participation are possible reactions to numerous modes of communication</li> <li>*Lack of computer usage and knowledge</li> </ul> | <ul style="list-style-type: none"> <li>*Need multiple forms of communication</li> <li>*LifePath weekly sections in recorder and online newsletter are useful</li> <li>*Town wants and needs to overhaul website</li> <li>*Select an effective communication channel and have everyone use it</li> <li>*Hire Town Communicator for print and online info.</li> <li>*Utilize key locations for announcements: Food City, P.O., Town Hall</li> <li>*Consider using Montague Reporter insert (only \$150)</li> <li>*Promote digital equity for older/low-income adults</li> </ul> | <ul style="list-style-type: none"> <li>*Increase staffing capacity at Senior Center, similar to other Franklin County centers</li> <li>*Montague Reporter readership is strong among seniors. Possible Council on Aging columns</li> <li>*Digital Equity grant proposal submitted</li> </ul> | <ul style="list-style-type: none"> <li>*Town of Montague</li> <li>*Village to Village resources to promote relevant information for seniors</li> <li>*Possible subsidy of Montague Reporter subscriptions from Senior Center</li> <li>*Digital Equity funding resources</li> </ul> |

## THE BENEFITS OF AGE-FRIENDLY TOWNS

Age-friendly communities only strengthen towns and cities for *ALL* current and prospective residents.

MMIM committee members put forth the following related statements:

***\*Aging populations are both economic and historical resources – tax base, local merchant and business supports***

***\*ADA compliance features/structures are utilized by the population at large - baby carriages, carrying heavy goods, post-surgery..***

***\*Safety, diversity, inclusion, embracing all ages and abilities create a welcoming and healthy town environment to attract and keep local businesses.***

In addition to the benefits of Montague becoming a true age-friendly town, MMIM committee members strongly recommended that:

***\*All town initiatives must take aging into consideration.***

Just as town planning and projects employ and include equitable and inclusive language and focus for all populations (including age), a more substantive look at and closer attention to “age and dementia-friendly” aspects is recommended.

Massachusetts is already designated as an AARP Livable Community/State. Montague joined this network in 2021 and the web site states that **Action Plan Highlights:** This community is in the process of creating its action plan. [AARP Livable Communities Map](#) Perhaps this information is dated and if not contents of the MMIM report could be useful.

*\*\*An “age lens” simply invokes consideration of all ages — from birth to death — in the design and current operation of programs, services and policies throughout our society. For example, having well-maintained walking paths in our public parks that beckon us to join friends for a meandering stroll or a metered power walk; access to transportation options for medical and social reasons; being able to receive legible information with adequate-sized font and lighting; volunteering possibilities that don’t require extensive planning or preparation and service staff and professionals that treat us with respect and dignity. [Next Avenue](#) – How to make a community more age-friendly*

MMIM committee members express our thanks to the Town of Montague for allowing participation in the Massachusetts Mass in Motion initiative and look forward to continued improvements for older adults and all residents in our community.



Roberta Potter, Ryan Paxton, Eileen Mariani, Eileen Dowd, Rachel Stoler, Roy Rosenblatt, Maureen Pollock, Colleen Doherty, Caitlin Kelly (not pictured)



*Board of Selectmen*  
**Town of Montague**

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

**Event Application for use of  
 PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON**

Name of applicant Alyssa Comeau

Name of business/group sponsoring proposed event if applicable: Turners Falls High School/Great Falls Middle School

If applicable, number of years your organization has been running this event in Montague? N/A

Address 222 Turnpike Road, Montague, MA

Contact phone 413-863-7251

Contact email alyssa.comeau@gmrtd.org

FID \_\_\_\_\_

Dates of proposed event Saturday, October 28th

Location: Peskeompskut Park/ Band Shell

Hours 11:00pm-2:00pm

Set Up: 9:00am-11:00pm

Clean Up: 2:00pm-4:00pm

Approximate number of people expected to attend 50 people

What provisions will be made regarding clean up of site? Students, families, and music support team will help clean the site. We will bring trash bags and bring trash to the school.

Will the proposed event be:

- ☒ Musical  
☐ Theatrical  
☐ Exhibitions  
☐ Amusements  
☐ Wedding  
☒ Other Gift Raffle/Concessions

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

This event will be titled the "Turners Falls Music Departments Fall Music Festival" Students will perform in small groups for a little over an hour and our Music Boosters will have a Gift Raffle/Concessions to help raise funds for the program. Students will perform music from a variety of genres that will be vetted by myself.

# Town of Montague

## Personnel Status Change Notice

### New Hires

Employee # \_\_\_\_\_

Board Authorizing **Appointment:** Board of Health Meeting Date: 9/20/23

Authorized Signature: \_\_\_\_\_

Board Authorizing **Wages:** Selectboard Meeting Date: 9/18/2023

Authorized Signature: \_\_\_\_\_

**General Information:**Full name of employee: Mackenzie SallsDepartment: Board of HealthTitle: Administrative AssistantEffective date of hire: 10/2/23**New Hire:**Permanent: X Y \_\_\_\_\_ N If temporary, estimated length of service: \_\_\_\_\_Hours per Week: 35 Union: NAGE**Wages:**Union: NAGEWages: Grade B Step 1 Wage Rate: 19.28 (annual/ hourly)

Notes:

**Copies to:**X EmployeeX DepartmentX Board of SelectmenX TreasurerX AccountantX Retirement BoardX Town Clerk

Mackenzie Salls  
Montague, Ma 01351  
(xxx-xxx-xxxx  
xxxxxx@xxxx.xxxx

**SEEKING GRADUATE-LEVEL OPPORTUNITY:**

- Personable individual with excellent time-management skills. A consistent team player, developed through continuing education, commitment to an athletic organization, employment and volunteering. Professional and passionate, works confidently through diverse situations with respect and consideration for others. Strong academic background with above average results, with the long-term goal of working in the field of Social Science
- Demonstrates excellent leadership skills acquired from various leadership roles (including selection to attend and presenting at the New England Student Leadership Conference, attending the Massachusetts Association of Student Councils, captaining various sports teams, and election as Executive Board and Class Recording Secretary)
- Work experience includes over 8 years of customer service, including managerial and office assistant roles
- Personal attributes: Effective Communicator, Honest and Reliable, Flexible, Determined, and Articulate. Passionate about helping others
- Software skills: Microsoft Word, Microsoft Excel, Microsoft PowerPoint, EMR and various others

**CURRENT EDUCATIONAL STATUS:**

- Graduated from Salem State University (May 2019) with a Bachelor's Degree in Psychology and Criminal Justice
- Graduated with Dean's List honors (8 consecutive semesters)
- Graduated with Magna Cum Laude Honors with a 3.622 GPA
- Graduated with Alpha Delta Lambda Honors
- Graduated with Chi Alpha Sigma Honors (National Student Athlete Honor Society)

**COMMUNITY RELATED ACTIVITIES:**

- Volunteer Assistant Coach for Turners Falls Park and Recreation Tee Ball League (2015)
- Adopt-A-Family of Franklin County Volunteer (2009-2015)
- Think Pink Volleyball Fundraiser for Breast Cancer Awareness (2015-2019)
- Salem State Special Olympics Volunteer (2017)
- Hall Raiser- Salem State Volunteer (2017)
- Salem State University "Build-A-Bed" Program Volunteer (2017)
- Source to Sea River Clean up Volunteer (2020)
- Volunteer Assistant Coach for Turners Falls High School Softball (2021)

**PAID EMPLOYMENT:**

- Foster's Supermarket Cashier/Front End Manager (06/2015-11/2021 seasonal through college)
- Salem State University Police Department Office Assistant (08/2019-06/2020)
- Brother's Taverna Server (08/2019-03/2020)
- Great Falls Middle School Behavioral Interventionist- Paraprofessional (10/2020-06/2021)
- Valley Medical Group Medical Receptionist (11/2021-Present)



# Town of Montague Personnel Status Change Notice

Authorized Signature: \_\_\_\_\_

Employee # 1553**General Information:**Full name of employee: Anne Stuart Department: HealthTitle: Administrative Assistant Effective date of change: 10/26/23**Termination of Employment:**

Resignation: \_\_\_\_\_ Retirement: \_\_\_\_\_ Involuntary Termination: \_\_\_\_\_

**Other:**

\_\_\_\_ Unpaid Leave of Absence Termination Date: \_\_\_\_\_

\_\_\_\_ Unpaid Sick Leave Termination Date: \_\_\_\_\_

X Other/Specify: Temporary Assignment Termination Date: \_\_\_\_\_

## Copies to:

X EmployeeX DepartmentX Board of SelectmenX TreasurerX AccountantX Retirement BoardX Town Clerk



# 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>.

|   |                            |   |                            |
|---|----------------------------|---|----------------------------|
| <b>CONTRACTOR LEGAL NAME:</b> Town of Montague<br>(and d/b/a):  |                            | <b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Housing and Livable Communities<br>MMARS Department Code: OCD  |                            |
| <b>Legal Address:</b> (W-9, W-4): 1 Avenue A, Turners Falls, MA 01376   |                            | <b>Business Mailing Address:</b> 100 Cambridge Street, Suite 300 Boston, MA 02114   |                            |
| <b>Contract Manager:</b> Walter Ramsey  | <b>Phone:</b> 413-863-3200 | <b>Billing Address (if different):</b> Same   |                            |
| <b>E-Mail:</b> townadmin@montague-ma.gov  | <b>Fax:</b>                | <b>Contract Manager:</b> Julissa Tavarez  | <b>Phone:</b> 617-573-1407 |
| <b>Contractor Vendor Code:</b> VC6000191893   |                            | <b>E-Mail:</b> Julissa.tavarez@mass.gov   | <b>Fax:</b>                |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001<br>(Note: The Address ID must be set up for EFT payments.)   |                            | <b>MMARS Doc ID(s):</b> SCOD322024520240000   |                            |
|   |                            | <b>RFR/Procurement or Other ID Number:</b> DHCD2023-24  |                            |
| <input checked="" type="checkbox"/> <b>NEW CONTRACT</b><br><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)<br><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)<br><input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <u>815 CMR 2.00</u> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)<br><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)   |                            | <input type="checkbox"/> <b>CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____.<br>Enter Amendment Amount: \$ _____. (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b><br><input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)<br><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)<br><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget) |                            |
| <b>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:</b> (Check ONE option): <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>   |                            |   |                            |
| <b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.<br><input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). <u>\$1,325,682</u> .  |                            |   |                            |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <u>accelerated</u> payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <u>M.G.L. c. 29, § 23A</u> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)   |                            |   |                            |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Housing rehab (7 units); Hillcrest Neighborhood Park infrastructure improvements; Design (Avenue A streetscape), social services (elder assistance, ESOL, recovery counseling, meals program, youth services)   |                            |   |                            |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.<br><input type="checkbox"/> 2. may be incurred as of ____, 20____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>7/01, 2023</u> , a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.   |                            |   |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>6/30, 2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.   |                            |   |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |   |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: _____ Date: _____<br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: _____<br>Print Title: _____   |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: _____ Date: _____<br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Caroline "Chris" Kluchman</u><br>Print Title: <u>Acting Director</u>   |                            |

## **Settlement & Release Statement of Expenses**

**Contractor Legal Name:** Town of Montague

**MMARS Doc ID:** SCOCD322024520240000

Insert Start Date Here: 7/1/2023

Insert latest signature Date Here: \_\_\_\_\_

List expenses with amounts and total: \_\_\_\_\_

**MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**CFDA Number 14.228**

**Assistance Listing Numbers:**

**B-22-DC-25-0001 and B-23-DC-25-0001**

**Federal Award Dates 09/23/22 and 07/05/23**

**CDF and ME**

**FEDERAL FISCAL YEARS 2022 and**

**2023**

**TOWN OF Montague GRANT # 00967**

**ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS**

**I. INTRODUCTION**

**A. Contract**

This Contract shall consist of the following documents:

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

**B. Authority.** The Commonwealth of Massachusetts, through its Executive Office of Housing and Livable Communities (EOHLC or the Executive Office), as successor agency to the Department of Housing and Community Development (Department or DHCD), and duly organized and existing pursuant to Massachusetts General Laws Chapter 23B, as amended by Chapter 7 of the Acts of 2023, has elected to receive Community Development Block Grant (CDBG) funds for distribution to units of general local government in the State's non-entitlement areas pursuant to Title I Section 106(a) of the Housing and Community Development Act of 1974, P.L. 93-383 subject to the regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, Subpart I. The grant which is the subject of this Contract is authorized by Title I of the Housing and Community Development Act of 1974 (42 U.S.C.5301 et seq.), including amendments contained in the Housing and Community Development Act of 1987, P.L. 100-242 and the Cranston-Gonzalez National Affordable Housing Act, P.L. 100-625.

**C. Scope of Services.** The Contractor agrees to perform the activities described in the Massachusetts CDBG grant application submitted on March 3, 2023, approved by the Executive Office ("Application"), as may be amended from time to time, to the extent authorized by the following paragraphs. Where the Contractor has received full funding for an activity, it must be carried out as described in the Application. Where a Contractor has received partial funding for an activity, that activity must be carried out as described in a revised activity description and management plan that must be submitted to the Executive Office for approval. Key personnel and qualifications shall conform to the functional descriptions in the Contractor's Management Plan included in the Application. Where the activities described in the Application are inconsistent with this Attachment A, Attachment A shall control. Any later change in activities shall be made only with the prior approval of the Executive Office. The approved activities funded herein are not for R&D purposes. The Contractor's approved budget is attached hereto and made a part hereof as Attachment B.

**D. Period of Performance.** Notwithstanding the "Termination Date" stated on page one of this Contract, the Contractor agrees that the activities funded herein shall be completed by June 30, 2025 and a final quarterly activities report filed by July 31, 2025 (see Section IV), unless the Executive Office grants an extension for completion of activities and filing of final reports. In no case may the extension date be later than the Termination Date.

**II. MODIFICATIONS AND DEFINITIONS**

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

1. Section 2. PAYMENTS AND COMPENSATION (Commonwealth Terms and Conditions)  
"Federally authorized pre-contract costs (see 24 CFR 570.489(b)) shall be included in the

maximum obligation and identified in Attachment B – Approved Budget.”

2. Section 3. CONTRACTOR PAYMENT MECHANISM (Commonwealth Terms and Conditions) “For the purposes of this Contract, the parties shall follow the procedures outlined in the Massachusetts CDBG Program Operations Manual with regard to the processing and payment of invoices.”
3. Section 4. CONTRACT TERMINATION OR SUSPENSION (Commonwealth Terms and Conditions) “For the purposes of this Contract, the first clause of the second sentence shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.”

**B. Definitions.**

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

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

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

**III. COMPLIANCE REQUIREMENTS**

All activities authorized by this Contract shall be subject to and performed in accordance with the provisions of this Contract, Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq., hereinafter “the Act”), HUD regulations in 24 CFR Part 570 Subpart I and other federal law and regulations as specified therein, and any regulations, directives or guidelines as may be established by HUD and the Executive Office for the Massachusetts CDBG Program. The Contractor shall cause any subgrantees and contractors to comply with these requirements. EOHLC reserves the right to issue future administrative guidance, guidelines, list serves or other written memoranda or documents. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Executive Office may issue, amend, or supplement from time to time.

EOHLC reserves the right to suspend payments under this contract or to terminate this contract upon a finding by EOHLC, at its sole discretion 1) of any noncompliance, fraud, abuse, poor performance, misrepresentation, or extreme mismanagement, by the Contractor or its subcontractors; or 2) that the Contractor, or any of its subcontractors including any entities hired to perform grant management activities on its behalf, is unable to carry out its obligations under this Contract or its Application. Prohibited or unauthorized expenses may be subject to requests to refund such expenses to HUD. Further, in the event that EOHLC finds that a project’s budget is inadequate to fully implement any project as approved, EOHLC reserves the right to review and to

either require a change in project scope to make such project fundable or to otherwise recapture the project's funds. In addition, if excess funds remain unspent from an activity prior to the end of period of performance, either due to budgetary reasons or because of less demand for the activity than projected, the Contractor must return the funds upon EOHLC's demand, unless EOHLC otherwise approves reprogramming of the awarded funds.

The Contractor shall maintain and utilize systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract. Pursuant to 45 CFR §75.113 (or 2 CFR §200.113 of the OMB Super Circular), the Contractor shall disclose to EOHLC, in a timely manner, in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make the required disclosures may result in any of the remedies described in 45 CFR §75.371 (or 2 CFR §200.339 of the OMB Super Circular). Pursuant to 45 CFR §75.303 (or 2 CFR §200.303 of the OMB Super Circular), the Contractor certifies that it has established sufficient internal control policies to carry out its obligations hereunder.

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

**A. Program Requirements.**

**1. Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq.), and HUD regulations at **24 CFR Part 1**, which prohibit discrimination based on race, color, or national origin under any program or activity receiving federal financial assistance.

**2. Title VIII of the Civil Rights Act of 1968** (42 U.S.C. 3601 et seq.), as amended by the Fair Housing Amendments of 1988 (known as the Fair Housing Act), which prohibits discrimination based on race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, financing, or brokering of housing; and **Federal Executive Order 11063**, as amended by **Executive Order 12259**, and as implemented by regulations at **24 CFR Part 1**, which prohibits such discrimination in the sale or rental of property which has received federal financial assistance.

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

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

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

**6. The Housing and Urban Development Act of 1968, Section 3** (12 U.S.C. 1701u), which requires that training and employment opportunities be made available to lower-income persons living in the community where a project assisted under the Act is located, and that contracting opportunities be made available to businesses located in or owned by persons living in such community. The Contractor shall include this requirement in agreements with subgrantees. Further Section 3 guidance can be found in "Notice CPD-21-09: Section 3 of the Housing and Urban Development Act of 1968, as Amended by the Housing and Community Development Act of 1992, Final Rule Requirements for CDBG, CDBG-CV, CDBG-DR, CDBG-MIT, NSP, Section 108, and RHP

Projects,” published August 24, 2021.

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

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

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

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

11. **The Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.)**, which requires certain federally assisted buildings to be constructed so as to be accessible to physically handicapped persons, and **The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)**, which prohibits discrimination against disabled individuals in private and public employment, public accommodations, public transportation, government services, and telecommunications. The Contractor shall include this requirement in agreements with subgrantees. **Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) as supplemented by HUD regulations at 24 CFR Part 4** which requires applicants to a state, or to a unit of local government, for assistance from HUD to make a number of disclosures. See specific requirements under “Special Conditions” and Exhibit A below.

12. **The Violence Against Women Act Reauthorization Act of 2022 (Pub. L. 117-103, Division W, 136 Stat. 49)** which reauthorizes and amends the Violence Against Women Act of 1994, as amended (Pub. L. 103-322, tit. IV, sec 40001-40703; 42 U.S.C. 13925 et seq.) and protects individuals who are survivors of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, sexual orientation, or gender identity.

13. **Build America, Buy America Act (BABAA) Requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”)**, Pub. L. 177-58. Absent a waiver, and provided this project is receiving more than \$250,000 in total federal assistance, all iron and steel products used must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

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

The Contractor shall use its best efforts to ensure that it will not knowingly use Contract funds to

purchase, or enter into contracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, the Contractor shall alert the Executive Office as soon as possible and shall provide information on any measures taken to prevent recurrence.

- C. **Massachusetts CDBG Program Operations Manual.** In implementing all activities authorized by this Contract, the Contractor shall use the provisions of the Massachusetts CDBG Program Operations Manual as a guidance document. In accordance with such manual, the Contractor shall comply with Massachusetts law for all procurements unless otherwise stated.
- D. **Political Activity Prohibited Under the Hatch Act.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. The Contractor shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits political activities by employees whose principal employment is in connection with an activity which is financed in whole or in part by federal funds.
- E. **Regulations at 41 CFR Part 60-250,** entitled "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era."
- F. **Conflict of Interest.** The Contractor shall adhere to the requirements of M.G.L. Chapter 268A and the HUD Conflict of Interest regulations at 24 CFR Part 570.489(h).
- G. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §§ 200.322, the Contractor should, to the greatest extent practicable under this award and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this award.
- H. **Special Conditions.**
  - 1. **Certification Regarding Disclosure Requirements for Activities Receiving \$200,000 or more.** Pursuant to Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) and 24 CFR Part 4, the Contractor must complete and execute the Disclosure Form attached hereto in Exhibit A. Furthermore, updates must be filed with the Contractor's quarterly reports to reflect any changes. In any sub-recipient contracts, the Contractor shall require compliance with these disclosure provisions and provide the sub-recipient with a copy of the attached Disclosure Form.
  - 2. **Additional Certifications.** In addition to any other certifications submitted by the Contractor to the Executive Office, the Contractor, by execution of this Contract, certifies:
    - (a) That it shall adopt a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of a nonviolent civil rights demonstration within its jurisdiction.
    - (b) That, in accordance with 24 CFR 570.487(b) and 24 CFR §5.166, it is taking action to affirmatively further fair housing.
  - 3. **Religious Organizations:**

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



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

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

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

**6. Program Income:**

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

**7. Photographic Documentation:**

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

**8. Additional Special Conditions:**

**IV. REPORTING REQUIREMENTS**

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

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

For purposes of filing the Final Quarterly Activity Report, please note that this report and other additional required information constitute the Close-Out Report as indicated in the Massachusetts CDBG Program Operations Manual. The Contractor shall conduct a review of all users accessing INTELLIGRANTS to determine the accuracy of user access designations. If necessary, the Contractor shall take action to change, revoke, or grant user access to reflect the appropriate designation.

- B. **Audit.** Pursuant to 2 CFR §200.501, if the Contractor has expended \$750,000.00 or more during their fiscal year in Federal awards, the Contractor shall cause to be prepared an audit of any expenditure from funds received pursuant to this Contract. Said audit shall be performed by an independent entity, and shall be conducted in accordance with the procedures and requirements set forth in 2 CFR Part 200, subpart F which implements the Single Audit Act of 1996 (P.L. 104-156). The Executive Office may at any time cause an audit to be made for the purpose of detecting fraud, waste, or mismanagement by the Contractor or subgrantee in addition to those stated in other paragraphs. The Contractor's proportionate single audit cost under this Contract shall be deemed to be an eligible administrative expenditure of grant funds provided under this Contract if such costs are listed in the approved Budget.
- C. **HUD 2516 Report.** In accordance with requirements set forth by HUD, the Contractor shall maintain data in INTELLIGRANTS for all contracts over \$10,000 for Minority-owned Business Enterprises

Contracts (construction and non-construction) and subcontracts for the period ending September 30. EOHLC will produce these reports and transmit to HUD directly on behalf of CDBG grantees.

- D. **Housing Activities Reporting.** For housing activities only, the Contractor shall submit to EOHLC, via INTELLIGRANTS or other method required by EOHLC, data required by EOHLC regulations at 760 CMR 61.00, promulgated pursuant to Chapter 334 of the Acts of 2006, and all applicable EOHLC directives, guidelines and forms as may be amended from time to time. The Contractor shall collect said data for the express purpose of reporting to EOHLC, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.

V. **PRIOR APPROVAL BY THE EXECUTIVE OFFICE FOR CONTRACTUAL MANAGEMENT ASSISTANCE**

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

VI. **OTHER PROGRAM REQUIREMENTS:**

A. **Management**

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

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

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

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

B. **Budget Amendments**

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

C. **Cost Allocation Plans**

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

and other similar organizations.

**D. Pre-Contract Costs**

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

**E. Indirect Cost Rate**

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

**F. Signage in Construction Projects**

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

**G. Publications**

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

**H. Confidentiality**

The Contractor shall hold all personal data, wherever obtained, including, without limitation from an individual and the Executive Office in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form Instructions and Contractor Certifications, and all applicable Federal and State privacy and confidentiality laws and regulations, including without limitation, M.G.L.c.66A, "Massachusetts Fair Information Practices Act," M.G.L.c.93H, Security Breaches; M.G.L. c. 66 sec. 17A; 801 CMR 3.00: Privacy and Confidentiality; and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth. Pursuant to the requirements of the Standard Contract Form Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction use, modification, disclosure, or loss. In addition, consistent with the requirements of the Standard Contract Form and the state information security policies, the Contractor's employees shall generally not conduct **Massachusetts CDBG program** business through or send confidential **Massachusetts CDBG program** information to the employee's personal email account. In addition, the Contractor will promptly notify the Executive Office in the event of any security breach including the unauthorized access, disbursement, use or disposal of the **Massachusetts CDBG program** records and information. In the event of a security breach, the Contractor will cooperate with the Executive Office and its authorized representatives and will provide access to any information necessary to respond to the security breach.

The Contractor understands and agrees that only those employees who must access

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

I. **For Housing Activities:**

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

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

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

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

refuse to rent to tenants holding Section 8 Existing Housing Certificates, Massachusetts Rental Voucher Program Vouchers, or any other recognized housing voucher certifications except for good cause. If the Contractor or the subject property is located within the Boston-Cambridge-Quincy PMSA, the owner shall also agree to list all of the Low- and Moderate-income units with the Boston Fair Housing Commission MetroList (Metropolitan Housing Opportunity Clearing Center).

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

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

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

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

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

## EXHIBIT A

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

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

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

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

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

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

**Examples:**

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

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

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

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

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

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

**For any further questions, please contact your program representative at (617) 573-1400 and/or via email.**

# **MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**Community Development Fund 2022/2023**

**Town of Montague**

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

1. Contractor must submit to the Executive Office's approval a revised Citizen's Participation Plan to describe how attendance records will be maintained for future public hearings, and to provide the attendance records for the public hearing held on 1/30/23.
2. Contractor must submit for the Executive Office's approval documentation of matching funds for the LifePath Elder Self-sufficiency Program (\$8,118) and LifePath Home Delivered Meals Program (\$168,157).
3. Contractor shall certify to the Executive Office that its Program Director and Housing Rehabilitation Specialist will consult regularly with local Weatherization Assistance Program(s) (WAP) regarding opportunities for cross-referral, cost-sharing and joint scheduling of projects. The goal is to accomplish energy efficiency and program/property owner cost savings through communication and coordination of rehabilitation and weatherization services.



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

**APPLICANT** \_\_\_\_\_

**DATE** \_\_\_\_\_

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

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

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

| A. Alphabetical list of all persons with a reportable financial interest in the project or activity | B. Social Security Number or Employee ID Number | C. Type of Participation in Project/Activity | D. Financial Interest in Project/Activity |
|---|---|--|---|
|---|---|--|---|

- A. Give the last name first (if entity, name of each officer, director, and principal stockholder) and include full address.
- B. Provide for each.
- C. This means the persons' specific role in the project (e.g. contractor, consultant, investor, etc.).
- D. Provide for each.

**Certification**

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

I certify that this information is true and complete.

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

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

**Original Budget Summary**

| PROGRAM/PROJECT/ACTIVITY |  | CDBG FUNDS (\$)    | OTHER FUNDS |
|--------------------------|--|--------------------|-------------|
| <b>1</b>                 | <b>PROPERTY ACQUISITION</b>  | \$0                | \$0         |
| <b>2</b>                 | <b>CLEARANCE/DEMOLITION</b>  | \$0                | \$0         |
| <b>3</b>                 | <b>RELOCATION (Permanent)</b>  | \$0                | \$0         |
| <b>4</b>                 | <b>HOUSING REHABILITATION</b>  | \$432,009          |             |
| A                        | Program Delivery   | \$82,009           | \$0         |
| B                        | Unit Development/Creation  | \$0                | \$0         |
| C                        | Rehabilitation Loans/Grants  | \$350,000          | \$0         |
| D                        | Other  | \$0                | \$0         |
| <b>5</b>                 | <b>COMMUNITY ECONOMIC DEVELOPMENT</b>  | \$0                |             |
| A                        | Program Delivery   | \$0                | \$0         |
| B                        | Acquisition  | \$0                | \$0         |
| C                        | Commercial Improvements (Signs/Facades)  | \$0                | \$0         |
| D                        | Assist to For-profits (formally Sm. Business Assist.)  | \$0                | \$0         |
| E                        | Infrastructure or Streetscape Improvements   | \$0                | \$0         |
| F                        | Planning   | \$0                | \$0         |
| M                        | Other  | \$0                | \$0         |
| N                        | Mirco enterprise Assistance  | \$0                | \$0         |
| <b>6</b>                 | <b>PUBLIC FACILITIES/INFRASTRUCTURE</b>  | \$622,902          |             |
| A                        | Program Delivery   | \$65,385           | \$0         |
| B                        | Streets and Sidewalks  | \$0                | \$0         |
| C                        | Parks and Recreation   | \$486,717          | \$0         |
| D                        | Neighborhood Facilities  | \$0                | \$0         |
| E                        | Parking  | \$0                | \$0         |
| F                        | Water  | \$0                | \$0         |
| G                        | Sewer  | \$0                | \$0         |
| H                        | Drainage   | \$0                | \$0         |
| I                        | Architectural Barriers   | \$0                | \$0         |
| J                        | Other  | \$0                | \$0         |
| K                        | Design only (architectural and engineering)  | \$70,800           | \$0         |
| <b>7</b>                 | <b>PLANNING</b>  | \$0                |             |
| <b>8</b>                 | <b>PUBLIC SOCIAL SERVICES</b>  | \$124,946          |             |
| A                        | Program Delivery   | \$24,946           | \$0         |
| B                        | Program Costs  | \$100,000          | \$0         |
|                          | Youth Services (\$20000), Elder Self-sufficiency Services (\$20000), Elder Services (\$20000), English for Speakers of Other Languages (ESOL) (\$20000), Substance Abuse |                    |             |
| <b>9</b>                 | <b>GENERAL ADMINISTRATION</b>  | \$145,825          | \$0         |
|                          | <b>TOTAL PROGRAM COSTS</b>   | <b>\$1,325,682</b> | <b>\$0</b>  |

Award Amount: \$0

## Open Market Bid BD-23-1076-OCDE-OC01-82562

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

### Header Information

|   |  |  |  |   |  |
|---|--|--|--|---|--|
| <b>Bid Number:</b>                          | BD-23-1076-OCDE-OC01-82562   | <b>Description:</b>                    | DHCD2023-24 CDBG FFY 22-23 Application Guidance  | <b>Status:</b>                                    |  |
| <b>Purchaser:</b>                           | Rocco Albano   | <b>Minor Status:</b>                   |  |   |  |
| <b>Organization:</b>                        | Executive Office of Housing & Livable Communities  | <b>Department:</b>                     | OCDEPT01 - Department of Housing and Community Development   | <b>Location:</b>                                  |  |
| <b>Fiscal Year:</b>                         | 23   | <b>Allow Electronic Quote:</b>         | No   | <b>Required Date:</b>                             |  |
| <b>Show On Web:</b>                         | Yes  | <b>Available Date:</b>                 | 12/19/2022 02:00:00 PM   |   |  |
| <b>Bid Opening Date:</b>                    | 03/03/2023 11:59:00 PM   | <b>Informal Bid:</b>                   | No   |   |  |
| <b>Bid Type:</b>                            | Open Bid   | <b>Purchase Method:</b>                | Open Market  | <b>Catalog Id (for contract):</b>                 |  |
| <b>Estimated Cost:</b>                      | \$0.00   | <b>Blanket/Contract End Date:</b>      |  | <b>Type Code:</b>                                 |  |
| <b>Alternate ID:</b>                        |  | <b>Bulletin Desc:</b>                  |  | <b>Pre-Bid Conference:</b>                        |  |
| <b>Blanket/Contract Begin Date:</b>         |  | <b>Acknowledge inclusion required:</b> | No   | <b>Hour of Acknowledge inclusion:</b>             |  |
| <b>Info Contact:</b>                        | Mark.Southard@mass.gov   | <b>Quote Notification:</b>             | No   | <b>Item Single Award Only:</b>                    |  |
| <b>U N S P S C Code Certified Required:</b> | No   | <b>User Last Updated:</b>              | Rocco Albano   | <b>Print Format:</b>                              |  |
| <b>Subcontractor Info:</b>                  |  | <b>Bill-to Address:</b>                | Department of Housing and Community Development - OAF<br>100 Cambridge Street<br>Suite 300<br>Boston, MA 02114<br>US<br>Email: jennifer.mccabe@state.ma.us<br>Phone: (617)573-1260 |   |  |
| <b>Date Last Updated:</b>                   | 12/19/2022 01:19:42 PM   | <b>Rolling Enrollment Enabled:</b>     |  | <b>Allow vendors to submit multiple / alterna</b> |  |
| <b>Ship-to Address:</b>                     | Department of Housing and Community Development - OAF<br>100 Cambridge Street<br>Suite 300<br>Boston, MA 02114<br>US<br>Email: jennifer.mccabe@state.ma.us<br>Phone: (617)573-1260 | <b>Open Enrollment Enabled:</b>        |  | <b>Close Q&amp;A For Vendor Date:</b>             |  |
| <b>Solicitation Enabled:</b>                | No   |  |  |   |  |
| <b>Invoice Method:</b>                      | Three Way Match  |  |  |   |  |
| <b>Bidders:</b>                             |  |  |  |   |  |

| Vendor Id | Vendor Name                            | Preferred Delivery Method | Notifications                                      | Responded |
|-----------|--|---------------------------|--|-----------|
| 00000046  | Ellot Community Human Services, Inc.   | Email                     | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No        |
| 00000068  | Collaborative for Educational Services | Email                     | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No        |
| 00000102  | YWCA of Central Massachusetts          | Email                     | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No        |
| 00000103  | COMPREHENSIVE ENVIRONMENTAL INC.       | Email                     | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No        |
| 00000110  | The May Institute Inc.                 | Email                     | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No        |
| 00000123  | CITY OF LYNN                           | Email                     | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No        |
| 00000238  | South Middlesex Opportunity Council    | Email                     | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No        |
| 00000243  | South Boston Neighborhood House        | Email                     | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No        |

Executive Office of Housing & Livable Communities



|          |   |       |  |    |
|----------|---|-------|--|----|
| 00000407 | L.U.K. Crisis Center, Inc.                                    | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |
| 00000428 | Way Finders, Inc.   | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |
| 00000525 | Metropolitan Area Planning Council                            | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |
| 00000526 | Dragonfly Educational Consulting Services, Inc                | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |
| 00000557 | WORK Inc.   | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |
| 00000674 | Hillcrest Educational Centers, Inc.                           | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |
| 00000694 | Child Care of the Berkshires, Inc.                            | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |
| 00000709 | Community Action Pioneer Valley                               | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |
| 00000737 | Education Development Center, Inc.                            | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |
| 00000746 | Town of Wellesley   | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |
| 00000780 | Town of Barnstable  | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |
| 00000791 | CITY OF FALL RIVER  | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |
| 00000801 | Commonwealth of Massachusetts - Operational Services Division | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |
| 00000816 | TOWN OF STOUGHTON   | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |
| 00000827 | Old Colony Y  | Email | Manual Delivery at 12/19/2022 02:00:00 PM by Email | No |

1-25 of 2646  
1 2 3 4 5 6 7 8 9 10

**SBPP (Small Business Purchasing Program) Eligible?** NO

See SBPP requirements and exceptions at [www.mass.gov/sbpp](http://www.mass.gov/sbpp)

**Procurement Type:** Grant Opportunity

#### Reminder List

| Due Date   | Comment  | Remind Whom  | Days Prior to Remind | Date Completed | Date Entered |
|------------|--|--------------|----------------------|----------------|--------------|
| 03/03/2023 | DHCD2023-24 closes today..no responses in COMMBUYS | Rocco Albano | 0                    |                | 12/19/2022   |

#### Attachments

**Files:** CDBG FFY 2022-2023 Application Guidance.pdf

**Forms:**

Required Quote Attachments

#### Item Information



Item # 1: Application

Item # 2: Grant Opportunity

UNSPSC Code: 00-00-00

Grant Opportunity

Disable Pricing On Quote

No

Qty

1.0

Unit Cost

\$0.00 EA = Each

UOM

Total Discount Amt.

\$0.00

Tax Rate

Manufacturer:

Brand:

Model:

Make:

Packaging:

Product Length:

Product Width:

Product Height:

Product 1

UPC/ISBN:

SKU:

Tags:

URL:

Account Code

There is no item accounting available for this item.

Pre-Bid Approval Path:

There are no approval paths found for this Bid.

Bid Tab

Cancel Bid

Clone Bid

Print

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## MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT FFY 2022/2023

Community Development Fund 2022/2023

CDF-2022/2023-Montague-00016

## Application Cover Sheet

Individual who prepared Grant Application: Montague

Other Participating Communities:

## Contact Person

Name               Walter Ramsey  
 Title               Assistant Town Administrator  
 Address           Montague Town Hall  
                       1 Avenue A  
                       Turners Falls, MA 01376  
 Phone             4138633200  
 Email              assistant.TownAdmin@montague-ma.gov

Proposed use of CDBG Funds

|                                       |             |
|---------------------------------------|-------------|
| 1. Property / Acquisition             | \$0         |
| 2. Clearance / Demolition             | \$0         |
| 3. Relocation (Permanent)             | \$0         |
| 4. Housing Rehabilitation             | \$432,009   |
| 5. Community Economic Development     | \$0         |
| 6. Public Facilities / Infrastructure | \$622,902   |
| 7. Planning                           | \$0         |
| 8. Public Social Services             | \$124,946   |
| 9. General Administration             | \$145,825   |
| Total CDBG Grant Request              | \$1,325,682 |

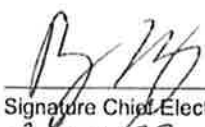
## Authorization

Richard Kuklewicz

Name of Chief Elected Official

Chair, Selectboard

Title

  
 Signature Chief Elected Official (CEO)

2/22/23  
 Date

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

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



Commonwealth of Massachusetts  
EXECUTIVE OFFICE OF HOUSING &  
LIVABLE COMMUNITIES

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant Governor ♦ Edward M. Augustus, Jr., Secretary

July 28, 2023

Mr. Richard Kuklewicz  
Chair, Select Board  
Town of Montague  
1 Avenue A  
Turners Falls, MA 01376

Dear Mr. Kuklewicz:

On behalf of Governor Maura T. Healey and Lt. Governor Kimberley Driscoll, I am pleased to award the Town of Montague an FFY 2022/2023 Community Development Fund grant in the amount of up to \$1,325,682 from the Massachusetts Community Development Block Grant (CDBG) Program. Congratulations on being one of the successful applicants.

This award is contingent upon the execution of a CDBG grant contract between the Executive Office of Housing and Livable Communities (EOHLC), formerly Department of Housing and Community Development (DHCD), and the U.S. Department of Housing and Urban Development, as well as on the Town of Montague's execution of a grant contract with EOHLC and the satisfaction of its special conditions and requirements. We will send your grant contract to the contact with signatory authority to complete the Adobe sign process and thereby execute the contract on behalf of the municipality. The Town of Montague may incur pre-agreement costs for administrative and other start-up costs not subject to 24 CFR Part 58, Environmental Review, as of July 1, 2023.

All grantees will be provided guidance regarding grant administration and contract requirements. This will help ensure that all grantees understand their contractual and regulatory obligations before proceeding with activities for which EOHLC has authorized grant funding. If you have any questions concerning this award, please contact Kathryn McNelis, Community Development Manager, Division of Community Services, at [kathryn.mcnelis@mass.gov](mailto:kathryn.mcnelis@mass.gov).

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

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

Sincerely,

Edward M. Augustus, Jr.  
Secretary, EOHLC

cc: State Representative Natalie Blais  
State Senator Jo Comerford

# FY 2023/2024 CDBG Grant Overview

## **Montague (Total Grant, including admin costs, \$1,325,681)**

- Hillcrest Neighborhood Playground Construction Project (\$486,717) that will result in the restoration of an existing public playground located at Hillcrest Elementary School in Turners Falls. The focus of the project will be to address the need to provide universal access to the playground by building a playground with updated, engaging, accessible play structures and educational features. In addition, the playground will include ADA compliant pathways from the school and parking areas so that no patrons, whether children or adults who are supervising children, are excluded from participating in recess, summer activities, and playing on or being in close proximity to the play structures.
- Housing Rehab Program (\$350,000) that will offer deferred payment loans to rehabilitate income eligible (80% AMI) owner-occupied single or multi-family properties located within the town's boundaries to create safe, decent, sanitary and affordable housing. The goal of the program is to rehabilitate to code at least 7 units.
- Avenue A Streetscape Design Project (\$70,800) that will result in bid-ready plans and specifications for the sections of sidewalks between 3<sup>rd</sup> and 5<sup>th</sup> Streets on the odd side of the Avenue and between 4<sup>th</sup> and 5<sup>th</sup> Streets on the even side of the Avenue.
- Funding for 5 Social Service Programs which includes \$20,000 allocations to the following programs:
  1. Families Learning Together Strong: Montague Catholic Social Ministries (MCSM): A program to provide early childhood literacy for children of Montague immigrant families. It also provides a family-based learning environment for English-learning students enrolled in the Gill Montague School District.
  2. Elder Self-Sufficiency and Stability Program: LifePath, Inc. will operate a program to assist Montague elders to remain independent in their homes with service provisions to address needs related to their housing, health, comfort, access to health care, and financial stability.
  3. Peer Support and Advocacy Services for Residents in Recovery: Wildflower Alliance, The Consortium, will operate a program to access peer support and advocacy services to Montague residents in recovery and provides an "essential needs station." The programs are focused on individuals struggling with psychiatric diagnosis, trauma, homelessness, addiction, and other life-interrupting challenges.
  4. Youth Education and Prevention Program: A program to serve at-risk Montague youth in three primary ways: mentorship, structured workshops, holistic person-first approach to arts and education; a positive youth development framework by developing assets for adolescents. The program will focus on development of leadership skills and empowerment, anti-bullying training, social justice education, and art education and development, with services provided by The Brick House Community Resource Center.
  5. Montague Home Delivered Meals Program: LifePath, Inc. will provide meals to elder homebound residents of Montague, Monday through Friday, and will also provide well-being checks.



**SPECIAL TOWN MEETING  
TOWN OF MONTAGUE  
COMMONWEALTH OF MASSACHUSETTS  
October 10, 2023**

Franklin, ss.

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

**GREETING:**

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Tuesday, October 10, 2023, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

**ARTICLE 1.** To see if the Town will vote to amend the Town of Montague Consolidated Personnel By-Law by adding Section XIII as follows, or pass any vote or votes in relation thereto:

Section XIII. Longevity

- A) Annual longevity payments will be provided in the following amounts for benefited, non-police employees who have completed the indicated years of service:

|                   |         |
|-------------------|---------|
| Five years        | \$300   |
| Ten years         | \$500   |
| Fifteen years     | \$900   |
| Twenty years      | \$1,000 |
| Twenty-five years | \$1,100 |
| Thirty years      | \$1,200 |

- B) The payments authorized by this section shall be applied to the compensation of eligible employees retroactively as of July 1, 2023.

(Selectboard Request)

**ARTICLE 2.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$3,100, or any other amount, for the purpose of increasing the FY2024 budgets for the following departments to accommodate the cost of longevity payments for non-police employees who have completed specified years of service, said appropriation to be contingent upon passage and approval of the bylaw amendment proposed in Article 1 of this Special Town Meeting Warrant; or pass any vote or votes in relation thereto.

| <u>Line Item</u>            | <u>Dollar Amount Increase</u> |
|-----------------------------|-------------------------------|
| 122 Selectboard             | \$ 800                        |
| 135 Accountant              | \$1,000                       |
| 145 Treasurer/Tax Collector | \$ 300                        |
| 420 DPW                     | \$1,000                       |

(Selectboard Request)

**ARTICLE 3.** To see if the Town will vote to increase the COLA base for Montague Contributory Retirement System retirees from \$18,000 to \$30,000, effective July 1, 2024, or pass any vote or votes in relation thereto.

(Montague Retirement Board Request)

**ARTICLE 4.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 5.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,885.56, or any other amount, for the purpose of increasing the Opioid Settlement Stabilization Fund, or pass any vote or votes in relation thereto.

(Board of Health Request)

**ARTICLE 6.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$4,000, or any other amount, for the purpose of purchasing and installing two signs for the Highland Woods green burial area, including any and all incidental or related costs, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

**ARTICLE 7.** To see if the Town will vote pursuant to Massachusetts General Laws, Chapter 114, Section 23 to approve all policies and regulations promulgated by the Montague Cemetery Commission prior to the date of this meeting, copies of which are available at the Office of the Town Clerk and on the Town's website at [https://www.montague-ma.gov/files/MCC\\_Rules\\_and\\_Regulations\\_Final\\_Revised\\_May\\_2023.pdf](https://www.montague-ma.gov/files/MCC_Rules_and_Regulations_Final_Revised_May_2023.pdf) ; and further to grant the Montague Cemetery Commission authority to promulgate additional policies and

regulations and to amend, revise and/or delete all such policies and regulations, subject to the approval of the Selectboard, without further approval at Town Meeting, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

**ARTICLE 8.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$500,000, or any other amount, for the purpose of constructing and for the payment of all other costs incidental and related thereto, park improvements on the Town's property located at Montague Center Park, Map 43, Lots 118, 119, 121, 122, & 123 which property is held by, managed and controlled by the Parks and Recreation Commission of the Town of Montague for public playground and recreation center purposes; and, further to dedicate said property to park and active recreation purposes under the provisions of G.L. Chapter 45, Section 3 in perpetuity; provided, however, that such funds shall not be expended unless the Town is approved for a Parkland Acquisitions and Renovations for Communities ("PARC") Grant from the Massachusetts Division of Conservation Services for reimbursement of all or a percentage of the project cost, and to authorize the Parks and Recreation Commission, with the approval of the Selectboard, to file on behalf of the Town any and all applications deemed necessary for grants and/or reimbursements from any federal, state or other funds, and to enter into such grant agreements and execute any and all instruments as may be necessary to accomplish the foregoing, or pass any vote or votes in relation thereto.

(Parks and Recreation Request)

**ARTICLE 9.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$7,566.81, or any other amount, for the purpose of paying a prior year unpaid bill of the Clean Water Facility, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

**ARTICLE 10.** To see if the Town will vote to establish a special purpose Clean Water Facility Do Not Use (DNU) Until 2064 Stabilization Fund in accordance with MGL Chapter 40 Section 5B, and raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$68,100, or any other amount, for the purpose of funding said stabilization fund, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

**ARTICLE 11.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$209,000, or any other amount, for the purpose of increasing the amount appropriated pursuant to Article 18 of the May 7, 2022 Annual Town

Meeting, which appropriated the sum of \$130,000 for the purchase and installation of a backup generator for the Clean Water Facility and all incidental installation costs to include but not be limited to the corresponding moving of transfer switches and fuel tank, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

**ARTICLE 12.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,400, or any other amount, for the purpose of performing a local limits study in accordance with the Town's National Pollution Elimination Discharge Elimination System (NPDES) Permit obligations requirements, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

**ARTICLE 13.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$95,000, or any other amount, for the purpose of replacing two pumping station generators, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Sewer Commission– CWF Request)

**ARTICLE 14.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$99,900, or any other amount, for the purpose of securing professional consulting services to conduct analysis and reporting in support of collections system regulatory compliance, and for the development of updated local sewer regulations, including all related or incidental costs, or pass any vote or votes in relation thereto.

(Sewer Commission– DPW Request)

**ARTICLE 15.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,000, or any other amount, for the purpose of securing professional consulting services to assess and develop plans related to the Town's wastewater collections system capacity, operations and maintenance, and high flow protocols, inclusive of a including all related or incidental costs, or pass any vote or votes in relation thereto.

(Sewer Commission – DPW Request)

**ARTICLE 16.** To see if the Town will vote to acquire and accept, by donation, from Farren Care Center, Inc., or the current owner, the real property located at 340-350, and 356 Montague City Road, Turners Falls, and shown as Parcels 12-0-044, 12-0-044A, and 12-0-051, and being Lots B and C on a plan entitled "Plan of Land in Montague Massachusetts Surveyed for The Farren Memorial Hospital" dated September 11, 1989, recorded with the Franklin Registry of Deeds in Plan Book 79, Page 4, on such terms and conditions as the Selectboard shall deem to be in the best interest of the Town; and to authorize the Selectboard to take all actions and execute all documents necessary and appropriate for said acquisition and acceptance, or pass any vote or votes in relation thereto.

(Selectboard Request)

Given under our hands this 18th day of September in the Year of Our Lord Two Thousand and Twenty-Three.

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Richard Kuklewicz, Chairman  
Selectboard, Town of Montague

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Matthew Lord

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Christopher M. Boutwell, Sr.

Franklin, ss     Montague, MA     September     , 2023

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

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Constable of Montague

**SPECIAL TOWN MEETING  
TOWN OF MONTAGUE  
COMMONWEALTH OF MASSACHUSETTS  
October 10, 2023**

**MOTIONS**

**ARTICLE 1. Moved:** That the Town vote to amend the Town of Montague Consolidated Personnel By-Law by adding Section XIII as follows:

Section XIII Longevity

- A) Annual longevity payments will be provided in the following amounts for benefited, non-police employees who have completed the indicated years of service:

|                   |         |
|-------------------|---------|
| Five years        | \$300   |
| Ten years         | \$500   |
| Fifteen years     | \$900   |
| Twenty years      | \$1,000 |
| Twenty-five years | \$1,100 |
| Thirty years      | \$1,200 |

- B) The payments authorized by this section shall be applied to the compensation of eligible employees retroactively as of July 1, 2023.

Selectboard Recommends -  
Finance Committee Recommends 7-0

**ARTICLE 2. Moved:** That the Town vote to appropriate the sum of \$3,1 00 for the purpose of increasing the FY2024 budgets for the following departments to fund the cost of longevity payments to eligible non-police employees, said appropriation to be contingent upon passage and approval of the bylaw amendment proposed in Article 1 of this Special Town Meeting Warrant, said sum to be raised from Free Cash.

| <u>Line Item</u>            | <u>Dollar Amount Increase</u> |
|-----------------------------|-------------------------------|
| 122 Selectboard             | \$ 800                        |
| 135 Accountant              | \$1,000                       |
| 145 Treasurer/Tax Collector | \$ 300                        |
| 420 DPW                     | \$1,000                       |

Selectboard Recommends -  
Finance Committee Recommends 7-0

**ARTICLE 3. MOVED:** That the Town vote to increase the COLA base for Montague Contributory Retirement System retirees from \$18,000 to \$30,000 effective July 1, 2024.

Selectboard Recommends -  
Finance Committee Recommends 7-0

**ARTICLE 4. Moved:** That the Town vote to appropriate the sum of \$12,500 for the purpose of purchasing and installing cable-related equipment for MCTV and anything incidental or related thereto, said sum to be raised from PEG Access Funds.

Selectboard Recommends -  
Finance Committee Recommends 7-0

**ARTICLE 5. Moved:** That the Town vote to appropriate the sum of \$12,885.56 for the purpose of increasing the Opioid Settlement Stabilization Fund, said sum to be raised from Free Cash.

Selectboard Recommends -  
Finance Committee Recommends 7-0

**ARTICLE 6. Moved:** That the Town vote to appropriate the sum of \$4,000 for the purpose of purchasing and installing two signs for the Highland Woods green burial area, including any and all incidental or related costs, said sum to be raised from Sale of Highland Cemetery Lots.

Selectboard Recommends -  
Finance Committee Recommends 7-0

**ARTICLE 7. MOVED:** That the Town vote pursuant to Massachusetts General Laws, Chapter 114, Section 23 to approve all policies and regulations promulgated by the Montague Cemetery Commission prior to the date of this meeting, as shown on the handout titled "Rules and Regulations of the Montague Cemetery Commission, Revised May 8, 2023"; and further to grant the Montague Cemetery Commission authority to promulgate additional policies and regulations and to amend, revise and/or delete all such policies and regulations, subject to the approval of the Selectboard, without further approval at Town Meeting.

Selectboard Recommends -

**ARTICLE 8. MOVED:** That the Town vote to appropriate the sum of \$500,000 for the purpose of constructing and for the payment of all other costs incidental and related thereto, park improvements on the Town's property located at Montague Center Park, Map 43, Lots 118, 119, 121, 122, & 123 which property is held by, managed and controlled by the Parks and Recreation Commission of the Town of Montague for public playground and recreation center purposes; and, further to dedicate said property to park and active recreation purposes under the provisions of G.L. Chapter 45, Section 3 in perpetuity; provided, however, that such funds shall not be expended unless the Town is approved for a Parkland Acquisitions and Renovations for Communities ("PARC") Grant from the Massachusetts Division of Conservation Services for reimbursement of all or a percentage of the project cost, and to authorize the Parks and Recreation Commission, with the approval of the Selectboard, to file on behalf of the Town any and all applications deemed necessary for grants and/or reimbursements from any federal, state or other funds, and to enter into such grant agreements and execute any and all instruments as may be necessary to accomplish the foregoing, said sum to be raised from the Town Capital Stabilization Fund.

Selectboard Recommends -

Finance Committee Recommends 6 - 0

Capital Improvements Committee Recommends 5 - 0

**ARTICLE 9. Moved:** That the Town vote to appropriate the sum of \$7,566.81 for the purpose of paying a prior year unpaid bill of the Clean Water Facility, said sum to be raised from Clean Water Facility Retained Earnings.

Selectboard Recommends -

Finance Committee Recommends 6 - 0

**Article 10. Moved:** That the Town vote to establish a special purpose Clean Water Facility Do Not Use (DNU) Until 2064 Stabilization Fund in accordance with MGL Chapter 40 Section 5B, and appropriate the sum of \$68,100 for the purpose of funding said stabilization fund, said sum to be raised from the Clean Water Facility Retained Earnings.

Selectboard Recommends -

Finance Committee Recommends 6 - 0

**ARTICLE 11. Moved:** That the Town vote to appropriate the sum of \$209,000 for the purpose of increasing the amount appropriated pursuant to Article 18 of the May 7, 2022 Annual Town Meeting, which appropriated the sum of \$130,000 for the purchase and installation of a backup generator for the Clean Water Facility and all incidental installation costs to include but not be limited to the corresponding moving of transfer switches and fuel tank, said sum to be raised from Clean Water Facility Retained Earnings.

Special Town Meeting Motions

October 10, 2023

Page 3 of 5



Selectboard Recommends -  
Finance Committee Recommends 6 - 0  
Capital Improvements Committee Recommends 5 - 0

**ARTICLE 12. Moved:** That the Town vote to appropriate the sum of \$50,400 for the purpose of performing a local limits study in accordance with the Town's National Pollution Elimination Discharge Elimination System (NPDES) Permit obligations requirements, including any and all incidental and related costs, said sum to be raised from Clean Water Facility Retained Earnings.

Selectboard Recommends -  
Finance Committee Recommends 6 - 0

**ARTICLE 13. Moved:** That the Town vote to appropriate the sum of \$95,000 for the purpose of replacing two pumping station generators, including any and all incidental and related costs, said sum to be raised from Clean Water Facility Retained Earnings.

Selectboard Recommends -  
Finance Committee Recommends 6 - 0  
Capital Improvements Committee Recommends 5 - 0

**ARTICLE 14. Moved:** That the Town vote to appropriate the sum of \$99,900 for the purpose of securing professional consulting services to conduct analysis and reporting in support of collections system regulatory compliance, and for the development of updated local sewer regulations, including any and all related or incidental costs, said sum to be raised from Clean Water Facility retained earnings.

Selectboard Recommends -  
Finance Committee Recommends 5 - 2

**ARTICLE 15. Moved:** That the Town vote to appropriate the sum of \$50,000 for the purpose of securing professional consulting services to assess and develop plans related to the Town's wastewater collections system capacity, operations and maintenance, and high flow protocols, including any and all related or incidental costs, said sum to be raised from Clean Water Facility retained earnings.

Selectboard Recommends -  
Finance Committee Recommends 6 - 0

**ARTICLE 16. Moved** That the Town vote to acquire and accept, by donation, from Farren Care Center, Inc., or the current owner, the real property located at 340-350, and 356 Montague City Road, Turners Falls, and shown as Parcels 12-0-044, 12-0-044A, and 12-0-051, and being Lots B and C on a plan entitled "Plan of Land in Montague Massachusetts Surveyed for The Farren Memorial Hospital" dated September 11, 1989, recorded with the Franklin Registry of Deeds in Plan Book 79, Page 4, on such terms and conditions as the Selectboard shall deem to be in the best interest of the Town; and to authorize the Selectboard to take all actions and execute all documents necessary and appropriate for said acquisition and acceptance, or pass any vote or votes in relation thereto.

Selectboard Recommends -

<<End>>

**MIIA Grant Statement**  
*Montague*

Grand Total:                \$3,323.30                \$3,323.30

| Grant ID | Department         | Category  | Purpose  | Status | Requested Amt | Awarded Amt |
|----------|--------------------|---|--|--------|---------------|-------------|
| RM 45    | Selectboard Office | Confined Space Entry Equipment - tripod/rescue, multi-gas monitor, calibration kit, blower, guardrails† | Mutli-gas monitors and related equipment and orientation to proper use | Yes    | \$3,323.30    | \$3,323.30  |

## AGREEMENT FOR CONSTRUCTION

### PROJECT UNDER C 149

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," **Lively Builders, with an address of 194 Turnpike Road, Turners Falls, MA 01376**, hereinafter referred to as "Contractor", effective as of the **11th day of September 2023**. In consideration of the mutual covenants contained herein, the parties agree as follows:

#### **ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary for the **Strathmore Mill Boarding Project**, including the scope of services set forth in Attachment A.

#### **ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing **September 12, 2023 through September 30, 2023**.

#### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$7,750**. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

#### **ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

#### **ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

**ARTICLE 12: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town of Montague and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

| COVERAGES                 | LIMITS OF LIABILITY  |
|---------------------------|--|
| Worker's Compensation     | Statutory  |
| Employer's Liability      | \$500,000/\$500,000/\$500,000  |
| Automobile Liability      | \$1,000,000.00 combined single limit for bodily injury and property damage |
| General Liability         | \$1,000,000.00 each occurrence<br>\$3,000,000.00 aggregate                 |
| Excess Umbrella Liability | \$2,000,000 each occurrence<br>\$2,000,000 annual aggregate                |

The Town of Montague shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

**ARTICLE 13: SEVERABILITY:**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE 14: ENTIRE AGREEMENT:**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**ARTICLE 15: COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, \_\_\_\_\_, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR (Lively Builders)

TOWN OF MONTAGUE

By

As authorized by its Selectboard

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Steven Ellis, Town Administrator

Approved as to Availability of Funds:

\_\_\_\_\_  
Town Accountant

(\$7,750)  
Contract Sum



## **Attachment A**

Following are specifications and requirements for the Strathmore Mill Boarding project.

Specifications - Contractor shall...

- board 21 windows that are easily accessible to trespassers from the roof of Strathmore Building 4, adjacent to Buildings 1, 2, and 9.
- remove and properly dispose of broken glass and debris in the window wells.
- apply weatherproof construction adhesive to the perimeter of the window against which CDX plywood will be affixed.
- Install  $\frac{3}{4}$ " CDX plywood boards in such a fashion as they will rest on the masonry sill and be secured to the brick along the side and top edges of the windows, employing tapcons or wedge anchors as necessary to achieve positive fastening.
- Reinforce roof entry door into building 2 with 2x4 bar brackets and bar.

Administrative - Contractor

- Furnish proof of insurance naming the Town as additional insured in accordance with the project agreement.
- Pay all eligible workers MA prevailing wage and file wage reports on a weekly basis with the Montague Town Administrator.
- Following inspection of work and verification it is done to the Town's satisfaction, file an invoice that will be promptly processed and paid.