

**MONTAGUE SELECTBOARD MEETING**  
**Monday, October 2, 2023**

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

**Join Zoom Meeting** <https://us02web.zoom.us/j/89617528538?>

**Meeting ID: 896 1752 8538 Passcode: 398805 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 September 25, 2023
3. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:34 Tom Bergeron, DPW Superintendent
  - Winter Parking Ban Flashing Beacon Proposal
5. 6:40 Personnel Board
  - Appoint Robert Bessette to DPW Heavy Equipment Operator, UE Grade D, Step 8, \$26.74/hour, Effective 9/25/23
  - Request for cell phone stipend for Kyle Bessette, \$5.77/week, effective 10/2/23
  - Appoint Elena Pepe-Salutric, Substitute Library Assistant, \$15.00, effective 10/3/23
  - Appoint Jeffrey Bache, Alternate Gas/Plumbing Inspector, 1 year term, until 6/30/24
  - Appoint Todd Weed, Alternate Electrical Inspector, 1 year term, until 6/30/24
  - Affirm Personnel Board Role in Classification and Compensation Study
  - Consider Any Updates on Request Regarding STM Longevity Article
6. 6:55 Caitlin Kelley, Library Director
  - Request to close Center Street in front of Montague Center Library, for an outdoor concert on Wednesday, October 11, 2023 from 4:30 PM – 7:45 PM

**Montague Selectboard Meeting**  
**October 2, 2023**  
**Page 2**

- 7: 7:00 Suzanne LoManto, RiverCulture Director
- Requests approval to participate in “Making it Public” a training sponsored by the New England Foundation for the Arts.
  - Execute Letter of support to NEFA Selection Committee
8. 7:10 Mark Wisnewski, Rendezvous
- Entertainment License request for Falls Fest, Parking Lot at Third Street, October 21, 2023, 2:00 PM to 8:30 PM
9. 7:20 Brian McHugh, Director FCRHRA
- FY21 Montague CDBG Programs:**
- To authorize payment #12 to Berkshire Design Group in the amount of \$4,527.60 for Construction Administration for the FY21 Montague Avenue A Streetscapes Improvement Construction Project
  - To authorize signature on Budget Revision #2, to move \$1,857.17 in uncommitted (4C) Housing Rehabilitation Funds and \$2,116.00 in uncommitted (6C) Infrastructure Construction Funds into 6A Program Delivery of Infrastructure Project
- FY22.23 Montague CDBG Programs:**
- To authorize the Town to sign the Executive Office for Housing and Livable Communities (EOHLC)-approved Professional Services Agreement with Franklin County Regional Housing and Rehabilitation Authority to administer the programs funded by the FY22.23 Community Development Block Grant.
  - To authorize the Town of sign the EOHLC-approved Professional Services Agreement with the 5 social service agencies being funded by the FY22.23 CDBG Program.
  - To award the fixed fee contract to Berkshire Design Group, Inc. for the Bidding and Construction Administration for the Hillcrest Neighborhood Park Construction Project.
10. 7:30 Assistant Town Administrator Business-
- Announce \$71,400 Green Community Grant Award for LED lighting upgrades of Montague Center streetlights and contribution toward the purchase of an electric vehicle for Inspectional Services. Request authorization to execute forthcoming grant agreement.
  - Recommendation to award the Town Hall Annex Roof Solar PV System Project to Alliance Clean Energy (ACE Solar) in accordance with the Request for Proposals issued 7/19/2023. 75 kW System is proposed at cost of \$192,930.52. System to be funded by existing ARPA appropriation.
  - Burn Dump Capping – Unilateral Administrative Order response and engineering expense

11. 7:40      Town Administrator Business
- Discuss Preparations for FY25 Budget Cycle
  - Authorize Signing of \$11,400 MA DEP Sustainable Materials Recovery Program (SMRP) Municipal Recycling Dividend Program Grant
  - MA Fair Share Tax Spending Plan – Positive Implications for Road & Bridge Funding through expansion of Ch90-type aid
  - \$2M Federal Earmark Request for Collection System Improvements Does Not Survive Federal Appropriations

**OTHER:**  
**Upcoming Meetings:**

- Special Town Meeting, October 10, 2023 at 6:30 PM, Turners Falls High School Theater, 222 Turnpike Road,
- Selectboard Meeting, Monday, October 16, 2023 at 6:00 PM, via ZOOM



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980 Quaker Highway  
Uxbridge, MA 01569  
PH- 508-278-0446 • FX- 508-278-0447

**Visit us on-line @**

**www.marlin-controls.com**

<b>To:</b>	<b>Tom Bergeron</b>	<b>From:</b>	<b>Erik M. Wolf</b>
<b>Company:</b>	<b>Town of Montigue</b>	<b>Pages:</b>	<b>1.</b>
<b>Phone:</b>	<b>413-775-3447</b>	<b>Date:</b>	<b>9/14/2023</b>
<b>Fax:</b>	<b>hwysupt@montigue-ma.gov</b>	<b>Re:</b>	<b>Request For Quotation</b>

Marlin Controls New England thanks you for the opportunity to quote the following items. If you have any questions, please feel free to contact us.

<b>Qty.</b>	<b>Description</b>	<b>Cost</b>	<b>Ext.</b>
2 ea.	A/C Powered Parking Ban in Effect Signal System C/O: 1 ea. - Side-of-Pole Mounted Control Box w/ AP-22, M2M Modem w/ 5yr. Service Plan 1 ea. - Side-of-Pole Mounted Blue Strobe Light 1 ea. - 30" x 30" Parking Ban Sign 1 ea. - Mounting Bracket for Sign	\$ 3,930.00	\$ 7,860.00

**LOCATIONS :**

- A) Avenue A @ 3<sup>rd</sup>. Street
- B) Avenue A @ 7<sup>th</sup>. Avenue

**Terms & Conditions:**

The above prices are quoted Net. F.O.B. shipping point with **FULL FREIGHT PREPAID & ALLOWED** to one destination. Terms are net thirty day upon account approval, and this quotation is guaranteed for 30 days. Credit card orders incur a 5% processing fee. These terms & conditions supersede and override any vendee terms.

Thank you,

*Dose IT include mounting and wire install  
Remote Turn on off  
Phone #  
Solar Lights Remote on off*



# Town of Montague

## Personnel Status Change Notice

### Rate Changes

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

Employee # 1960**General Information:**Full name of employee: Robert BessetteDepartment: DPWTitle: Heavy Equipment Operator Effective date of change: 9/25/2023**Grade/Step/COLA Change:**Union: UE

Old Pay: Grade C Step 9 Wage Rate: \$25.02 (annual/hourly)  
 Wage Rate: \_\_\_\_\_ weekly  
 Weekly Incentive: \_\_\_\_\_ (Police Only)

New Pay: Grade D Step 8 Wage Rate: \$26.74 (annual/ hourly)  
 Wage Rate: \_\_\_\_\_ weekly  
 Weekly Incentive: \_\_\_\_\_ (Police Only)  
 Wage Rate: \_\_\_\_\_ 1<sup>st</sup> week if different  
 Wage Rate: \_\_\_\_\_ last week if different

Stipends

For: \_\_\_\_\_ Wage Rate: \_\_\_\_\_ (annual \_\_\_\_\_)  
 Weekly Amount: \_\_\_\_\_  
 Wage Rate: \_\_\_\_\_ 1<sup>st</sup> week if different  
 Wage Rate: \_\_\_\_\_ last week if different

For: \_\_\_\_\_ Wage Rate: \_\_\_\_\_ (annual \_\_\_\_\_)  
 Weekly Amount: \_\_\_\_\_  
 Wage Rate: \_\_\_\_\_ 1<sup>st</sup> week if different  
 Wage Rate: \_\_\_\_\_ last week if different

Notes:

Copies to:

\_\_\_\_\_  
Employee\_\_\_\_\_  
Treasurer\_\_\_\_\_  
Department\_\_\_\_\_  
Accountant\_\_\_\_\_  
Board of Selectmen\_\_\_\_\_  
Retirement Board

# **CELL PHONE STIPEND AUTHORIZATION REQUEST**

Application Date: <b>10/02/2023</b>	
Employee Name: <b>Kyle Bessette</b>	Department: <b>DPW</b>
<p>Please estimate work time percentage spent "out of office" weekly/monthly.</p> <p align="center"><u>60-70</u> % (weekly)</p> <p align="center"><u>80-85</u> % (monthly)</p>	
<p>Prioritize those situations which are critical to your being reached while out of the office. It will be expected that cell phones are <u>on</u> while away from your office.</p> <p><i>Kyle uses his Phone for G.S Information on a Daily Basis Talk to Engineers</i></p>	
<p>Do you currently use a cell phone for work purposes? YES <u>X</u> NO <u>      </u></p> <p><i>If yes, estimate how many minutes per month?</i> <u>1000</u></p>	
<p><i>Reserved for use by Board of Selectmen:</i></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Approved by Selectmen: <input type="checkbox"/></p> <p>Disapproved by Selectmen: <input type="checkbox"/></p> </div> <div style="width: 50%;"> <p>Effective Date: <u>10/2/23</u></p> <p>Voted: _____</p> <p>Signed: _____</p> </div> </div>	

# Town of Montague

## Personnel Status Change Notice

### New Hires

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

Board Authorizing **Appointment:** SelectBoard Meeting Date: 10/2/2023

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

Board Authorizing **Wages:** SelectBoard Meeting Date: 10/2/2023

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

**General Information:**

Full name of employee: Elena Pepe-Salutric Department: Libraries  
 Title: Substitute Library Assistant Effective date of hire: 10/3/2023

**New Hire:**Permanent: Y N If temporary, estimated length of service: \_\_\_\_\_Hours per Week: n/a Union: n/a**Wages:**

Union: \_\_\_\_\_

Wages: Grade \_\_\_\_\_ Step \_\_\_\_\_ Wage Rate: \$15 hourly**Notes:**

Substitute Library Assistants do not have regular hours, but fill in to cover regular staff absences.

**Copies to:**

\_\_\_\_\_ Employee

\_\_\_\_\_ Department

\_\_\_\_\_ Board of Selectmen

\_\_\_\_\_ Treasurer

\_\_\_\_\_ Accountant

\_\_\_\_\_ Retirement Board

\_\_\_\_\_ Town Clerk

Revised 9-25-18

August 16, 2023

Montague Public Libraries  
201 Avenue "A"  
Turner Falls, MA 01376

To the Director of the Montague Public Libraries,

I would love to be considered for the Children's Program Assistant position at the Montague Public Libraries. As I enter my final year of the Library and Information Science program at Simmons University, I am seeking opportunities to serve the Western Massachusetts community through a public library position. I am especially excited by the Children's Program Assistant role as a way to combine my library science and children's literature coursework with my previous professional experience both supporting and implementing youth programming.

I believe in the power of programming to expand people's worldviews and transform lives. My own experiences with object-based learning in college impacted my career trajectory, inspiring me to move from a role as a classroom teacher to the museum space. As a mobile instructor for the Bruce Museum in Greenwich, CT, I traveled to local schools to teach science and history lessons, exposing students to museum objects and animals while encouraging inquiry-based thinking. I also had the opportunity to develop, promote, and coordinate my own lessons and programs as the Early Childhood Coordinator at the South Street Seaport Museum in New York City. While some may dismiss programming for young children as childcare, I saw it as an opportunity to introduce them to new topics while building familiarity with educational spaces outside of traditional classrooms. However, it was not until I worked in the American Library Association's (ALA) Public Programs Office that I began to understand programming's potential not only for individual, but community-level impacts. As a Program Coordinator, I supported multiple projects offered through ALA – work that often brought me into direct communication with librarians across the country. Learning about the positive outcomes they achieved in their communities – especially critical in those early years of the pandemic – I was moved to apply to Simmons University with the goal of becoming a librarian.

At Simmons, I have gained a foundational understanding of libraries through coursework in reference sources and services, the organization of information, and technology. When possible, I have found ways to incorporate a focus on youth services into my studies – whether by designing my final project for the User Instruction course as a potential school partnership or by using a local Children's Department as the setting for assignments in Collection Development and Management. I also took an elective course in the Children's Literature department to broaden my knowledge of trends in youth literature. Beyond my courses, I serve as an officer for the LIS Student Association (LISSA West), through which I have developed program planning skills by organizing and promoting panels, professional development, and networking events for fellow SLIS students.

I would love the opportunity to contribute to the Montague Public Libraries' important role in the community by creating a safe and welcoming space for youth and by using their interests and curiosities as a springboard for supporting the library's active youth calendar. Please let me know if you would like any additional information.

Thank you for your consideration,  
Elena Pepe-Salutric

Name: BACHE, JEFFREY M.**MONTAGUE APPOINTED OFFICIAL**NAME: Jeffrey M. BacheDATE: 10/2/2023COMMITTEE: Alternate Gas/Plumbing InspectorTERM: 1 YearTERM EXPIRATION: 6/30/2024

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 10/03/23

BACHE, JEFFREY M. personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Alternate Gas/Plumbing Inspector according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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

Name: WEED, Todd**MONTAGUE APPOINTED OFFICIAL**NAME: Todd WeedDATE: 10/2/2023COMMITTEE: Alternate Electrical InspectorTERM: 1 YearTERM EXPIRATION: 6/30/2024

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 10/03/23

WEED, Todd personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Alternate Electrical Inspector according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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

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# Office of the Town Administrator

## Town of Montague

One Avenue A  
Turners Falls, MA 01376

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

5F

### MEMORANDUM

To: Town of Montague Staff  
From: Steven Ellis, Town Administrator  
Date: September 28, 2023

Dear Colleagues

I am pleased to share that the Town has engaged the services of the UMass Collins Center for Public Management to conduct a Classification and Compensation study for the Town's permanent job positions. We will begin this project in October with an orientation meeting at which members of the study team will introduce themselves and share information regarding the study process, through which the Collins Center team will...

1. Engage staff in a comprehensive review of existing job descriptions, then update those descriptions to ensure they reflect current work responsibilities.
2. Conduct a municipal salary and benefits survey to allow comparison of the Town's current compensation plan relative to other municipalities in our labor market.
3. Make recommendations for revisions to the Town compensation structure.

---

#### **Following are some of the more specific steps in the Classification and Compensation.**

**Orientation:** A Zoom orientation will be held on **Wednesday, October 11 from 11 to Noon**. We request that Department Heads make arrangements for as many on-duty staff (ideally all) as possible to attend. Understanding that some people may not be available, this orientation will be recorded to ensure you have access to what is shared and discussed.

**Survey Questionnaires:** Each employee will be asked to complete a comprehensive position description questionnaire. These surveys will be reviewed at the orientation session and will subsequently be shared in hard copy and in a fillable PDF. Completed surveys should be submitted to the Town Administrator's office, with an anticipated deadline of Monday, October 30.

**Interviews:** The Collins Center will conduct individual phone, video, or in-person interviews with employees to discuss the survey results related to their position and gain further perspective on each positions. Staff in the same job title, in the same department, may be interviewed together.

**Draft Position Descriptions:** The Collins Center will develop draft position descriptions reflecting on what is learned through the survey and interview process. These drafts will be distributed to incumbent staff of each position and their department leader, supervisor, and/or Town Administrator for comment.

**Final Position Descriptions:** Comments on the draft position descriptions will be reviewed by the Collins Center and incorporated as appropriate to create the final position descriptions. The descriptions will reflect the unique responsibilities and conditions for each position but will be consistent in their form and approach.

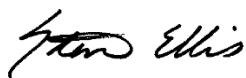
**Classification of Positions:** The Collins Center will classify each position using a point factor system in order to group positions into a classification structure, as a basis for grade-level assignments.

**Salary Survey:** A market survey will be conducted with comparable municipalities in the Town's employment market area. Effort will be made to understand wages, hours worked, and the value of key elements of employee wage & benefit plans (e.g. health insurance). Results will be analyzed and reported to inform the recommended compensation schedule.

**Compensation Schedule:** With an updated classification structure and market survey data pertaining to compensation completed, a recommended compensation schedule will be developed for the Town's consideration. This will serve to inform Town policymakers' recommendations relative to position classifications and compensation in the coming years.

I hope you will join us for the kickoff orientation on October 11. If you are unable to attend and would like to be sure your specific questions are addressed, feel free to forward them to Wendy Bogusz at [wendy@montague-ma.gov](mailto:wendy@montague-ma.gov) in advance of the meeting and they will be shared with the study team. That will allow them to respond to those questions, the answers to which will then be available through the session recording.

Respectfully,

A handwritten signature in black ink, appearing to read "Steven Ellis".

Steven Ellis, MPA  
Town Administrator

CC: Montague Selectboard/Personnel Board





## Board of Selectmen Town of Montague

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

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

Name of applicant Caitlin Kelley

Name of business/group sponsoring proposed event if applicable: Montague Public Libraries

If applicable, number of years your organization has been running this event in Montague? \_\_\_\_\_

Address 201 Avenue A, Turners Falls, MA 01376

Contact phone 413-863-3214 ext. 6 Contact email librarydirector@montague-ma.gov

FID \_\_\_\_\_

Dates of proposed event Wednesday 10/11/2023 Location: Steps in front of Montague Center Library

Hours 6:00-7:00PM Set Up: 4:30PM Clean Up: Completed by 7:45

Approximate number of people expected to attend 30-60

What provisions will be made regarding clean up of site? Because the libraries are not providing refreshments, the only clean-up will be removal of sound equipment and chairs.

Will the proposed event be:

- ☒ Musical
- ☐ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☐ Other \_\_\_\_\_

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

The band will play from the steps of the Montague Center Library toward the street and the town common. Chairs will be set up and patrons will encouraged to bring their own lawn chairs if they wish. Chief Williams has indicated his willingness to close the portion of Center Street that in front of the library for the duration of the event.

Fully & specifically describe the premises upon which the proposed event is to take place.

---

The event will take place on the library steps, sidewalk, and the portion of Center Street that is in front of the library.

---

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling: N/A, no vendors

- ☐ merchandise
- ☐ food/beverage
- ☐ alcohol
- ☐ other services \_\_\_\_\_

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

---

The concerts will not affect public health or safety. The street will be blocked using traffic cones for the hour preceding and the hour following the event.

---

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

---

There will not need to be security or traffic control.

---

What provisions will be made regarding first aid and emergency medical care?

---

The Montague Center Library is equipped with a first aid kit and will be open for the duration of the event.

---

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? \_\_\_\_\_

No. \_\_\_\_\_

---

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

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant Caitlin Kelley

Date 9/27/2023

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

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

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

POLICE CHIEF - Approval / Comments

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

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

BOARD OF HEALTH – Approval / Comments

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

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

**MONTAGUE PUBLIC  
LIBRARIES  
PRESENT**

**FEATURING SONGS FROM  
HER NEW ALBUM  
"WOODBIRD"**

AN *Outdoor Concert*

WITH

# JENNY BURTIS

**WEDNESDAY**

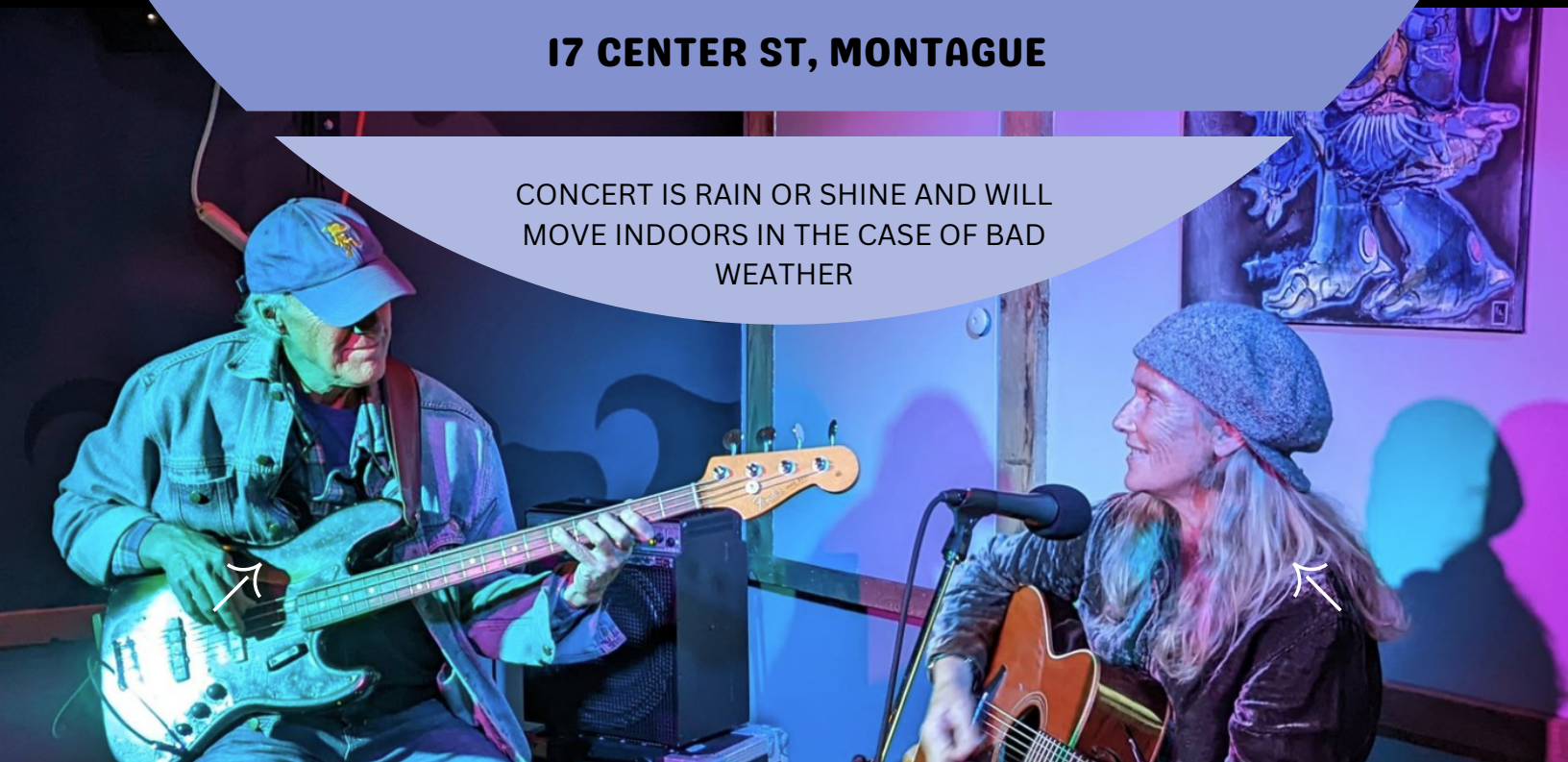
**OCTOBER 11TH**

**AT 6:00PM**

**MONTAGUE CENTER LIBRARY**

**17 CENTER ST, MONTAGUE**

CONCERT IS RAIN OR SHINE AND WILL  
MOVE INDOORS IN THE CASE OF BAD  
WEATHER





## *Board of Selectmen* Town of Montague

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

NEFA

321 Harrison Ave, Suite 420

Boston, MA 02118

RE: Making it Public-Letter of Commitment

October 2, 2023

Dear NEFA Selection Committee,

On behalf of the Select Board I am writing with my support of the "Making it Public" application submitted by the Town of Montague. Professional training of this sort is always encouraged. I am confident in both the Town's ability to facilitate the process as well as the community enthusiasm that a \$15,000 investment in temporary public art will generate.

Montague residents are accustomed to broad-minded placemaking and the integration of art in many facets of public planning. Montague is the only municipality in Franklin County with a benefited position dedicated to fostering the arts. This position was permanently adopted by Town Meeting in 2018 after the cultural and economic benefits of RiverCulture, a twelve-year MCC funded program, became undeniable.

RiverCulture works in all five villages of Montague, but with particular emphasis in the village of Turners Falls, an Economic Justice Area of 4000 residents. The Director of RiverCulture, Suzanne LoManto, is a natural match for this program. Bi-weekly NEFA training will enhance her decade of experience and inform the Town's public art process moving forward.

I have every expectation of a successful "Call for Temporary Art" in the spring of 2024 and look forward to the results.

Sincerely,

Richard Kuklewicz

Chair Montague Select Board

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

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

Date of Application: 9/26/23 Date Approved: \_\_\_\_\_ Fee: \_\_\_\_\_

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20 23  
during the following hours:

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday <u>OCT 21</u>	from: <u>2 PM</u>	to: <u>8:30 PM</u>
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? ☒ yes ☐ no

This is an annual renewal? ☐ yes ☒ no

1. NAME OF APPLICANT: \_\_\_\_\_ TELEPHONE: 413 863 2866

2. D/B/A: The Rendezvous

3. PREMISES: Parking lot @ 3<sup>RD</sup> ST BUSINESS PHONE: 413 863 2866

4. The specific categories of licensed entertainment sought to be approved are:

- { Radio      { Jukebox      { Video Jukebox    { Phonograph  
{ Wide Screen TV      { Cassette Operated TV      { Television/Cable  
{ Pool Tables      { Bowling Alley Lanes; number of lanes \_\_\_\_\_

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

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

Indoors: Size of area to be used: (100 ALREADY w/ Permit) Number of People Allowed: 75

Outdoors: Size of area to be used: -18 PARKING SPACES Available Parking: as is - rest of lot etc.

Alcohol to be served: (Y) / N

IN SAME AREA AS ANNUAL CAFE LICENSE

Applicant Signature

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

Board of Health

Date

Fire Department, Chief

Date

Police Department, Chief

Date

Board of Selectmen, Chairman

Date

Deia: office



9/26/23

Parking

Serving area for food arrangement (TBIS)

3RD ST

SPEAKERS

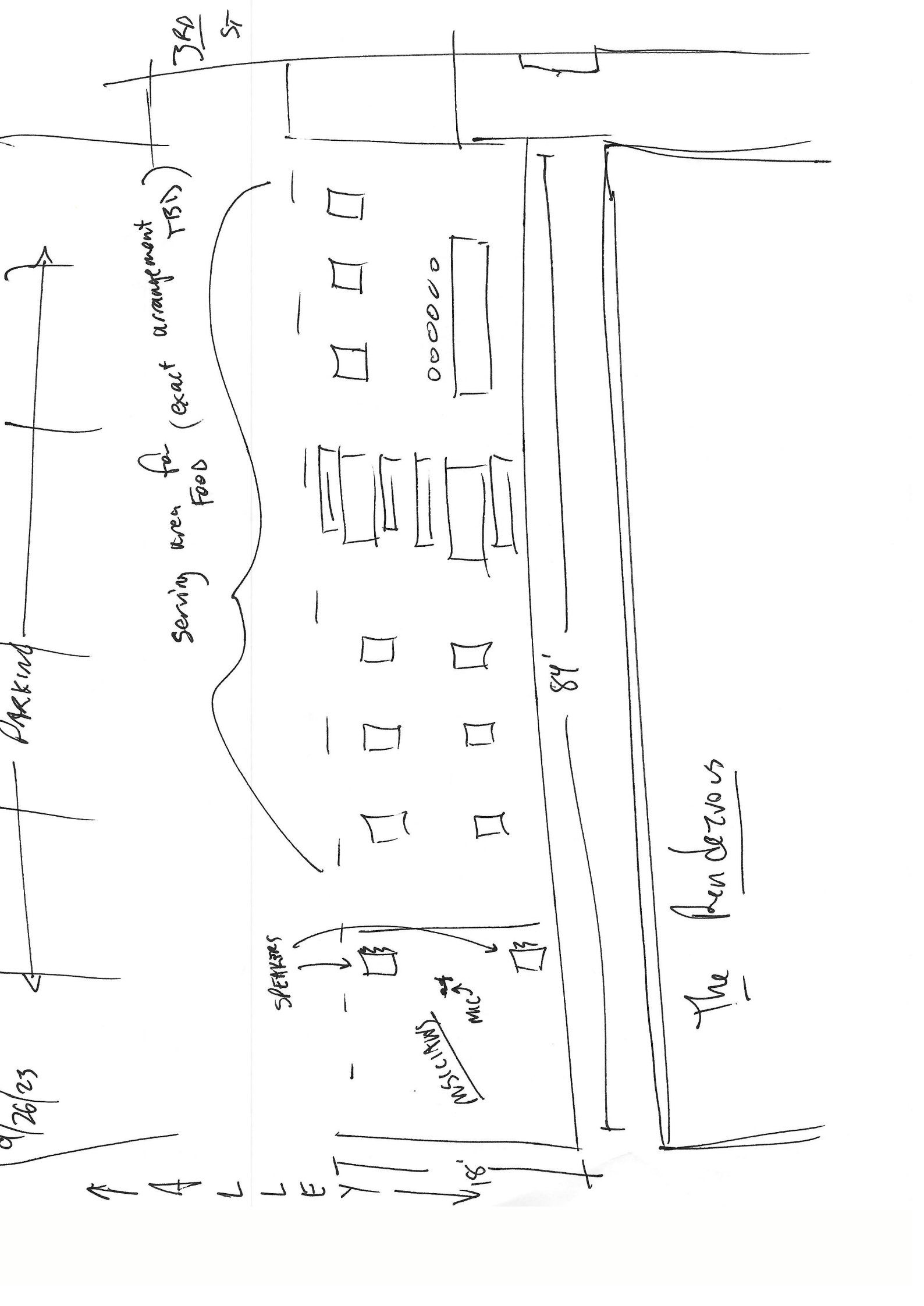
MUSICIAN

MC

84'

8'

The Rendezvous





**FRANKLIN COUNTY REGIONAL HOUSING &  
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376  
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289  
splesant@fcrhra.org

**AUTHORIZATION TO DISBURSE**

**Invoice # 2022-108-12**

**Project No. 2022-108**

**TOWN OF MONTAGUE FY21 CDBG**

**FY21 Avenue A Streetscape Phase III Continuation (6B)**

**Contractor: Berkshire Design Group**

**4 Allen Place**

**Northampton, MA 01060**

Date: September 21, 2023

Total Contract	30,000.00
Total Paid to Date:	25,472.40
Balance:	4,527.60
This Invoice #12	<b>4,527.60</b>
Balance:	-

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period July 1, 2023 to August 31, 2023

See attached invoice #12 dated 09/21/23 in the amount of \$4,527.60	<b>FY21MONT \$4,527.60</b>
---	--------------------------------

I reviewed these invoices on 09/21/23 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$ 4,527.60**.

*Director of Community Development – HRA*

We hereby authorize the above payment

**TOWN of MONTAGUE (2 of 3 required)**

\_\_\_\_\_  
*Authorized signature*  
Chair, Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard





# Berkshire Design Group

4 Allen Place, Northampton, MA 01060  
413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.  
Attn: Mr. Brian Mchugh  
241 Millers Falls Rd.  
Turners Falls, MA 01376

## INVOICE # 2022-108-12

September 25, 2023

Project No: 2022-108

### Re: Montague - Avenue A Streetscapes Phase III - 2022

For professional landscape architectural, civil engineering and land surveying services listed below for the period July 1, 2023 to August 31, 2023:

Email invoices to: [bmchugh@fcrhra.org](mailto:bmchugh@fcrhra.org)

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Bidding	\$8,000.00	100.00%	0.00%	\$0.00
Construction Administration	\$22,000.00	100.00%	20.58%	\$4,527.60
	<u>\$30,000.00</u>			
<b>Subtotal Task Charges</b>				<b>\$4,527.60</b>
<b>INVOICE TOTAL</b>				<b>\$4,527.60</b>

**Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.**

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.

Massachusetts Community Development Block Grant Program  
Chapter 3 Grant Management Forms

**Budget and Program Revision Form**

<b>Community/Grantee:</b> Town of Montague	<b>Original Award:</b> \$ 788,174
<b>Program Name/Year:</b> CDF-G-2021-Montague <b>Grant #:</b> 00931	<b>Revision #:</b> B#2 P-number (program revision) B-number (budget revision) E-number (extensions)
<b>Contract End Date:</b> 06 30 / 25	<b>Date Revision Submitted:</b>

This request is for the following change(s). Grantee check all "Requested" that apply; DHCD will initial those that are approved in the approved column

Grantee Requested	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	DHCD Approved
	<b>Budget Amendment to increase the grant award to \$</b>	
X	<b>Budget Revision for:</b> To move \$1,857.17 from 4C and \$2,116 from 6B into 6A • Change in administrative dollars	
X	• Transfer of funds from construction to non-construction or vice versa	
	• Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000	
	<b>Program Extension (to increase period of availability of funds/period of performance) to</b> / /	
	• This extension will extend period of performance beyond the end of the term of the current grant agreement	
	<b>Program Revision for:</b> • Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served.	
	• Changes in key personnel	
	• For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award	
	• Other, specify	

This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that the revision or extension requested is not approved unless and until this form is countersigned as "approved" or "approved with revisions" by the Associate Director and returned to me.

	10/02/23 Richard Kuklewicz, Selectboard Chair
<b>Authorized Signature for Grantee:</b>	<b>Date / / Print Name &amp; Title:</b>
<b>Program Rep. initial and date:</b>	<b>Program manager signature and date:</b>
This request # _____ is _____ approved as requested _____ approved with the modifications shown on the _____ denied following pages numbered _____.	
<b>Authorized signature for Mass. CDBG</b>	Sandra L. Hawes, Associate Director, DCS <b>Print name, title, and date</b>

**AGREEMENT**  
**BY AND BETWEEN**  
**TOWN OF MONTAGUE**  
**AND**

**FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY**

THIS AGREEMENT, was made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTORITY hereinafter referred to as the CONSULTANT).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of Montague Housing Rehabilitation Program, Avenue Streetscape Phase IV Design Project, Hillcrest Neighborhood Park Construction Project, and Social Service Agency Programs: LifePath Home Delivered Meals; LifePath Elder Self-Sufficiency; Montague Catholic Social Ministries Families Learning Together; Brick House Youth Education Program and Wildflower Alliance Recovery Program (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY 2022.2023 Grant Program objectives.

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

- 1.      ENGAGEMENT OF CONSULTANT: The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
  
- 2.      SCOPE OF SERVICES: The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of MONTAGUE, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.
  
- 3.      RESPONSIBILITY OF THE MUNICIPALITY: The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
  
- 3.1     The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is Walter Ramsey, Assistant Town Coordinator. TELEPHONE (413) 863-3200 x 126.
  
- 4.1     REPORTING: The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

REPORT:         Quarterly Report  
DATE DUE:       Fifteen days following the end of each quarter

<u>Progress Report</u>	<u>Quarter Ending</u>
#1	09/30/23
#2	12/31/23
#3	03/31/24
#4	06/30/24
#5	09/30/24
#6	12/31/24
#7	03/31/25
#8	06/30/25

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

The CONSULTANT shall use its best efforts to ensure that it will not knowingly use funds under this contract to purchase, or enter into contracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical

technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, the CONSULTANT shall alert the MUNICIPALITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about July 1, 2023 and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by June 30, 2025.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed THREE HUNDRED EIGHTEEN THOUSAND ONE HUNDRED SIXTY FOUR AND 00/100 Dollars (\$318,164.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

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

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

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

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

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

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

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

qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law.

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

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

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

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

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

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

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

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

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

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

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

12. **CONFIDENTIALITY:** The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and EOHLC, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and

any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

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

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

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

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

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

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

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

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

18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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

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

Certificate of Tax Compliance

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Contractor: By: \_\_\_\_\_  
(Gina Govoni, Executive Director) (date)

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

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

Approvals and Signatures

By: TOWN/CITY OF MONTAGUE :	By: CONSULTANT
Chair, SelectboardDate	Gina Govoni, Executive DirectorDate
Certification as to Availability of Funds:	Approval of Contract as to Form:
Town/City AccountantDate	Town Counsel/City SolicitorDate
Approval of Contract as to Appropriate Procurement Method	
Town/City Procurement OfficerDate	

ATTACHMENT A  
CONSULTANT SCOPE OF SERVICES

The following outlines the scope of consulting services which the Franklin County Regional Housing and Redevelopment Authority (the CONSULTANT) will perform as administering agent for the Town of Montague's FY 2022.2023 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT). The CONSULTANT will provide all administrative and program services necessary to implement the GRANT and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC).

**GENERAL ADMINISTRATION**

The CONSULTANT will perform the following tasks:

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

**PROGRAM DELIVERY**

1. Execute all Program activities according to the approved FY 2022.2023 Montague Community Development Fund application, including:
  - a) Avenue A Streetscape Phase IV Design Project
  - b) Hillcrest Neighborhood Park Construction Project
  - c) Montague Housing Rehabilitation Program
  - d) Montague Youth Education Program (subcontracted to The Brick House Community Resource Center)
  - e) Montague Home Delivered Meals Program (subcontracted to LifePath, Inc.)
  - f) Montague Elder Self-Sufficiency Program (subcontracted to LifePath, Inc.)
  - g) Family Learning Together Strong Program (subcontracted to Montague Catholic Social Ministries)
  - h) Montague Peer Support and Advocacy Services for Residents in Recovery (subcontracted to Wildflower Alliance)

**PROGRAM INCOME**

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



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

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

**CONTACTS:** The contact person for the Town of Montague will be Walter Ramsey, Assistant Town Administrator. The contact person for the Consultant will be Brian P. McHugh, Director of Community Development.

ATTACHMENT B  
METHOD AND COMPENSTATION SCHEDULE

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

**CONSULTANT Fee and Program Schedule: Projected Draw Schedule**  
**General Administration and Program Delivery Administration = \$318,164**

MONTAGUE	TOTAL BUDGET	07/23 - 09/23	10/23 - 12/23	01/24 - 03/24	04/24 - 06/24	07/24 - 09/24	10/24 - 12/24	1/25 - 3/25	4/25 - 6/25	TOTAL EXPENSED
MONT 4A HR Program Delivery	82,009	0	2,250	13,668	15,353	18,224	11,514	10,550	10,450	82,009
MONT 4C Housing Rehabilitation Construction	350,000	0	5,000	10,000	58,333	77,778	68,056	70,433	60,400	350,000
MONT 6A Infrastructure Program Delivery (6K and 6B)	65,385	0	1,200	7,265	10,898	15,750	11,851	14,530	3,892	65,385
MONT 6K Design Project	70,800	0		8,850	17,700	23,600	15,650	5,000	0	70,800
MONT 6B Park Construction	486,717	0	0	0	243,359	202,799	40,560	0	0	486,717
MONT 8A Social Services	24,946	0	6,237	6,237	6,237	6,237	0	0	0	24,946
MONT 8B Social Services	100,000	0	25,000	25,000	25,000	25,000	0	0	0	100,000
MONT 9 GENERAL ADMINISTRATION	145,825	0	6,000	16,203	20,253	24,304	28,355	15,387	35,323	145,825
MONTAGUE TOTALS	1,325,682	0	45,687	87,222	397,132	393,691	175,985	115,900	110,065	1,325,682
		0.00%	3.45%	6.58%	29.96%	29.70%	13.28%	8.74%	8.30%	100.00%

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

**AGREEMENT****BY AND BETWEEN****TOWN OF MONTAGUE****AND****THE BRICK HOUSE COMMUNITY RESOURCE CENTER**

THIS AGREEMENT, was made as of the 1<sup>st</sup> day of October, 2023 by and between the Town of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and THE BRICK HOUSE COMMUNITY RESOURCE CENTER hereinafter referred to as the CONSULTANT).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of YOUTH EDUCATION & PREVENTION (YEP) PROGRAM (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY 2022.2023 Grant Program objectives.

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

1. **ENGAGEMENT OF CONSULTANT:** The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.

2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of MONTAGUE, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.

3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.

3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is Walter Ramsey, Assistant Town Administrator. TELEPHONE (413) 863-3200 x 126.

4.1 **REPORTING:** The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

QUARTERLY REPORT DUE DATE: 7 days after the end of quarter.

Progress ReportQuarter Ending

#1

12/31/23

#2

03/31/24

#3

06/30/24

#4

09/30/24

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

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

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to **commence on or about October 1, 2023** and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be **completed by September 30, 2025**.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed **TWENTY THOUSAND and 00/100 Dollars (\$20,000.00)**, with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

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

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

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

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

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

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

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

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

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

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

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

8.10 LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential

use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

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

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

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

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

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

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

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

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

The CONSULTANT understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the CONSULTANT acts as a holder of personal data and the CONSULTANT certifies that it and its authorized employees shall

comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c. 66 sec. 17A. The MUNICIPALITY and the CONSULTANT shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause EOHLC, the MUNICIPALITY, or the CONSULTANT to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

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

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

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

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

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

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

18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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

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

# Certificate of Tax Compliance

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Contractor: By: \_\_\_\_\_  
(Thomas Taaffe, Executive Director ) (date)

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

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

## Approvals and Signatures

By: TOWN/CITY OF MONTAGUE :	By: CONSULTANT
Chair, Selectboard	(Signature of Agency Director)
Date	
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
Town/City Accountant	Town Counsel/City Solicitor
Date	Date
<u>Approval of Contract as to Appropriate Procurement Method</u>	
Town/City Procurement Officer	
Date	



## ATTACHMENT A

### TOWN OF MONTAGUE SUBGRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which The Brick House Community Resource Center (the SUBGRANTEE) will perform as administering agent for the Town of Montague's FY 2022.2023 Community Development Fund/Massachusetts Community Development Block Grant **Youth Education Program** (the PROGRAM). The SUBGRANTEE will provide all administrative and program services necessary to implement the PROGRAM and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC).

#### GENERAL ADMINISTRATION

The SUBGRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the program activity.
3. Prepare and submit all required quarterly reports to the Town's administering agency, FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY, to be shared with EOHLC and Town residents.

#### PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2022.2023 Montague Community Development Fund application: **"MONTAGUE YOUTH EDUCATION PROGRAM."**

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

The Brick House Community Resource Center, Inc.  
24 Third Street  
Turners Falls, MA 01376

**CONTACTS:** The contact person for the SUBGRANTEE will be Sharon L. Pleasant, Community Development Program Manager  
Franklin County Regional Housing & Redevelopment Authority  
241 Millers Falls Road, Turners Falls, MA 01376  
413.223-5215 or [spleasant@fcrhra.org](mailto:spleasant@fcrhra.org)

## ATTACHMENT B

### METHOD AND COMPENSATION SCHEDULE

The Town will pay **THE BRICK HOUSE COMMUNITY RESOURCE CENTER, INC. (SUBGRANTEE)**

TWENTY THOUSAND DOLLARS (\$20,000.00) for implementaiton of the **MONTAGUE YOUTH EDUCATION PROGRAM** (“the Program”) of the 2022.2023 Town of Montague Community Development Fund grant program for the program year ending September 30, 2024. Should any extension of the Program beyond that date be agreed to as a Grant Agreement by DHCD, SUBGRANTEE will, with the Town’s written approval, continue to provide the services under this contract sa long as such Grant Agreement remains in effect. Payment to SUBGRANTEE will be as specified below:

- SUBGRANTEE may invoice quarterly for the months of October 1, 2023, through September 30, 2024, up to a maximum of \$20,000 providing satisfactory progress toward the stated goal is achieved.
- Billings shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, participant documentation must also be submitted.

<b>PROJECT BUDGET FORM</b>						
<b>Program Name:</b>		Youth Education & Prevention				
<b>Program Period:</b>		12 months				
<b>PERSONNEL</b>	<b>Hourly</b>	<b>Hours Per</b>	<b>#</b>	<b>Total</b>	<b>CDBG</b>	<b>Non-CDBG</b>
<b>Position:</b>	<b>Rate</b>	<b>Week</b>	<b>Weeks</b>	<b>Project Cost</b>	<b>Funds</b>	<b>Funds</b>
Executive Director	\$28.08	2	52	\$2,920	\$2,336	\$584
Youth Program Director	\$27.51	6	52	\$8,583	\$6,866	\$1,717
Business Assistant	\$22.32	1	52	\$1,161	\$929	\$232
<b>TOTAL SALARY</b>				<b>\$12,664</b>	<b>\$10,131</b>	<b>\$2,533</b>
Taxes (12%)				\$1,520	\$1,216	\$304
Fringe (10%)				\$1,266	\$1,013	\$253
<b>TOTAL PERSONNEL</b>				<b>\$15,450</b>	<b>\$12,360</b>	<b>\$3,090</b>
<b>PROGRAMMING COSTS</b>						
Supplies / materials				\$900	\$720	\$180
AmeriCorps member fee				\$4,500	\$3,600	\$900
Consultants / facilitators				\$1,200	\$960	\$240
Meals				\$900	\$720	\$180
Mileage				\$300	\$240	\$60
Printing / advertising				\$300	\$240	\$60
<b>TOTAL PROGRAMMING</b>				<b>\$8,100</b>	<b>\$6,480</b>	<b>\$1,620</b>
<b>ADMINISTRATIVE COSTS</b>						
Rent, utilities, facilities				\$400	\$320	\$80
Phone/computer				\$350	\$280	\$70
Bookkeeping contract				\$700	\$560	\$140
<b>TOTAL ADMINISTRATIVE</b>				<b>\$1,450</b>	<b>\$1,160</b>	<b>\$290</b>
<b>TOTAL PROGRAM</b>				<b>\$25,000</b>	<b>\$20,000</b>	<b>\$5,000</b>

**AGREEMENT**

**BY AND BETWEEN**

**TOWN OF MONTAGUE**

**AND**

**LIFEPATH, INC.**

THIS AGREEMENT, was made as of the \_\_1st\_\_ day of \_\_October\_\_\_\_\_, 2023 by and between the Town of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and LIFEPATH, INC. hereinafter referred to as the CONSULTANT).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of LIFEPATH ELDER SELF-SUFFICIENCY PROGRAM (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY 2022.2023 Grant Program objectives.

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

1. **ENGAGEMENT OF CONSULTANT:** The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.

2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of MONTAGUE, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.

3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.

3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is Walter Ramsey, Assistant Town Administrator. TELEPHONE (413) 863-3200 x 126.

4.1 **REPORTING:** The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

QUARTERLY REPORT DUE DATE: 7 days after the end of quarter.

Progress Report

#1  
#2  
#3  
#4

Quarter Ending

12/31/23  
03/31/24  
06/30/24  
09/30/24

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

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

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to **commence on or about October 1, 2023**, and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be **completed by September 30, 2025**.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed **TWENTY THOUSAND and 00/100 Dollars (\$20,000.00)**, with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

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

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

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

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

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

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

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

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

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

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

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

8.10 LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook

1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

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

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

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

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

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

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

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

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

The CONSULTANT understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the CONSULTANT acts as a holder of personal data and the CONSULTANT certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L.

c. 93H, and M.G.L. c. 66 sec. 17A. The MUNICIPALITY and the CONSULTANT shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause EOHLIC, the MUNICIPALITY, or the CONSULTANT to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

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

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

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

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

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

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

18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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

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

## Certificate of Tax Compliance

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Contractor: By: \_\_\_\_\_  
(Gary Yuhas, Executive Director) (date)

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

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

## Approvals and Signatures

By: TOWN/CITY OF MONTAGUE:	By: CONSULTANT
Chair, Selectboard	Gary Yuhas, Executive Director
Date	Date
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
Town/City Accountant	Town Counsel/City Solicitor
Date	Date
<u>Approval of Contract as to Appropriate Procurement Method</u>	
Town/City Procurement Officer	
Date	



TOWN OF MONTAGUE  
SUBGRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which LifePath, Inc. (the SUBGRANTEE) will perform as administering agent for the Town of Montague's FY 2022.2023 Community Development Fund/Massachusetts Community Development Block Grant ***Elder Self-Sufficiency Program*** (the PROGRAM). The SUBGRANTEE will provide all administrative and program services necessary to implement the PROGRAM and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC).

**GENERAL ADMINISTRATION**

The SUBGRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the program activity.
3. Prepare and submit all required quarterly progress reports to the Town's administering agency, FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY, to be shared with EOHLC and Town residents.

**PROGRAM DELIVERY**

1. Execute all Program activities according to the approved FY 2022.2023 Montague Community Development Fund application: **"MONTAGUE ELDER SELF-SUFFICIENCY PROGRAM."**

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

LifePath, Inc.  
101 Munson Street, Suite 201  
Greenfield, MA 01301

**CONTACTS:** The contact person for the SUBGRANTEE will be Sharon L. Pleasant, Community Development Program Manager Franklin County Regional Housing & Redevelopment Authority 241 Millers Falls Road, Turners Falls, MA 01376 413.223-5215 or [spleasant@fcrhra.org](mailto:spleasant@fcrhra.org)

## ATTACHMENT B

### METHOD AND COMPENSATION SCHEDULE

The Town will pay **LIFEPATH, INC., (SUBGRANTEE)**

TWENTY THOUSAND DOLLARS (\$20,000.00) for implementaiton of the **MONTAGUE ELDER SELF-SUFFICIENCY PROGRAM** (“the Program”) of the 2022.2023 Town of Montague Community Development Fund grant program for the program year ending September 30, 2024. Should any extension of the Program beyond that date be agreed to as a Grant Agreement by DHCD, SUBGRANTEE will, with the Town’s written approval, continue to provide the services under this contract sa long as such Grant Agreement remains in effect. Payment to SUBGRANTEE will be as specified below:

- SUBGRANTEE may invoice quarterly for the months of October 1, 2023, through September 30, 2024, up to a maximum of \$20,000 providing satisfactory progress toward the stated goal is achieved.
- Billings shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, participant documentation must also be submitted.
- 

Program Name: Montague Elder Self-sufficiency  
 Program Period: Oct. 1, 2023-Sept. 30, 2024  
12 months

CDBG Portion: 71.13%

PERSONNEL Position:	Hourly Rate	Hours Per Week	# Weeks	Total Program Cost Mont	CDBG Cost	Non- CDBG Cost
Program Director	\$ 52.83	1.7	52	\$ 4,613.05	\$ 3,281.18	\$ 1,331.87
Supervisors and coordinators	Various	Various	52	\$ 13,287.42	\$ 9,451.11	\$ 3,836.31
						\$ -
				\$ -	\$ -	\$ -
				\$ -		\$ -
				\$ -		\$ -
<b>TOTAL SALARY</b>				<b>\$ 17,900.47</b>	<b>\$ 12,732.29</b>	<b>\$ 5,168.18</b>
Taxes at 10%				\$ 1,790.05	\$ 1,273.23	\$ 516.82
Fringe at 22%				\$ 3,938.10	\$ 2,801.10	\$ 1,137.00
<b>TOTAL PERSONNEL</b>				<b>\$ 23,628.62</b>	<b>\$ 16,806.62</b>	<b>\$ 6,822.00</b>
<b>ADMINISTRATIVE COSTS</b>						<b>0</b>
Volunteer rec & training				\$ 26.50	\$ 18.85	\$ 7.65
Office supplies				\$ 29.84	\$ 21.22	\$ 8.62
Advertising				\$ 86.48	\$ 61.51	\$ 24.97
Postage				\$ 34.20	\$ 24.33	\$ 9.88
Telephone				\$ 42.18	\$ 30.00	\$ 12.18
Mileage				\$ 129.72	\$ 92.27	\$ 37.45
CORI				\$ 21.38	\$ 15.21	\$ 6.17
Program supplies				\$ 200.06	\$ 142.30	\$ 57.76
Software				\$ 86.48	\$ 61.51	\$ 24.97
Training				\$ 129.72	\$ 92.27	\$ 37.45
Indirect costs				\$ 3,703.06	\$ 2,633.92	\$ 1,069.14
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
<b>TOTAL ADMINISTRATIVE</b>				<b>\$ 4,489.61</b>	<b>\$ 3,193.38</b>	<b>\$ 1,296.23</b>
						<b>0</b>
<b>TOTAL PROGRAM COSTS</b>				<b>\$ 28,118.23</b>	<b>\$ 20,000.00</b>	<b>\$ 8,118.23</b>

**AGREEMENT**

**BY AND BETWEEN**

**TOWN OF MONTAGUE**

**AND**

**LIFEPATH, INC.**

THIS AGREEMENT, was made as of the \_\_1st\_\_ day of \_\_October\_\_\_\_\_, 2023 by and between the Town of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and LIFEPATH, INC. hereinafter referred to as the CONSULTANT).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of LIFEPATH HOME DELIVERED MEALS PROGRAM (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY 2022.2023 Grant Program objectives.

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

1. **ENGAGEMENT OF CONSULTANT:** The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.

2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of MONTAGUE, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.

3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.

3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is Walter Ramsey, Assistant Town Administrator. TELEPHONE (413) 863-3200 x 126.

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QUARTERLY REPORT DUE DATE: 7 days after the end of quarter.

<u>Progress Report</u>	<u>Quarter Ending</u>
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8.1.1 PROGRAM INCOME: If the CONSULTANT's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, CONSULTANT will track, report and utilize any and all such program income generated through CDBG funded activities as required by Mass. CDBG.

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

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

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

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

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

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

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

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

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

8.10 LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook

1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

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

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

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

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

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

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

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

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

The CONSULTANT understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the CONSULTANT acts as a holder of personal data and the CONSULTANT certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L.

c. 93H, and M.G.L. c. 66 sec. 17A. The MUNICIPALITY and the CONSULTANT shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause EOHLIC, the MUNICIPALITY, or the CONSULTANT to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

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

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

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

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

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

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

18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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

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

## Certificate of Tax Compliance

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Contractor: By: \_\_\_\_\_  
(Gary Yuhas, Executive Director) (date)

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

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

## Approvals and Signatures

By: TOWN/CITY OF MONTAGUE:	By: CONSULTANT
Chair, Selectboard	Gary Yuhas, Executive Director
Date	Date
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
Town/City Accountant	Town Counsel/City Solicitor
Date	Date
<u>Approval of Contract as to Appropriate Procurement Method</u>	
Town/City Procurement Officer	
Date	



TOWN OF MONTAGUE  
SUBGRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which LifePath, Inc. (the SUBGRANTEE) will perform as administering agent for the Town of Montague's FY 2022.2023 Community Development Fund/Massachusetts Community Development Block Grant ***Home Delivered Meals Program*** (the PROGRAM). The SUBGRANTEE will provide all administrative and program services necessary to implement the PROGRAM and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC).

**GENERAL ADMINISTRATION**

The SUBGRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the program activity.
3. Prepare and submit all required quarterly progress reports to the Town's administering agency, FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY, to be shared with EOHLC and Town residents.

**PROGRAM DELIVERY**

1. Execute all Program activities according to the approved FY 2022.2023 Montague Community Development Fund application: **"MONTAGUE HOME DELIVERED MEALS PROGRAM."**

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

LifePath, Inc.  
101 Munson Street, Suite 201  
Greenfield, MA 01301

**CONTACTS:** The contact person for the SUBGRANTEE will be Sharon L. Pleasant, Community Development Program Manager Franklin County Regional Housing & Redevelopment Authority 241 Millers Falls Road, Turners Falls, MA 01376 413.223-5215 or [spleasant@fcrhra.org](mailto:spleasant@fcrhra.org)

## ATTACHMENT B

### METHOD AND COMPENSATION SCHEDULE

The Town will pay **LIFEPATH, INC., (SUBGRANTEE)**

TWENTY THOUSAND DOLLARS (\$20,000.00) for implementaiton of the **MONTAGUE HOME DELIVERED MEALS PROGRAM** (“the Program”) of the 2022.2023 Town of Montague Community Development Fund grant program for the program year ending September 30, 2024. Should any extension of the Program beyond that date be agreed to as a Grant Agreement by DHCD, SUBGRANTEE will, with the Town’s written approval, continue to provide the services under this contract sa long as such Grant Agreement remains in effect. Payment to SUBGRANTEE will be as specified below:

- SUBGRANTEE may invoice quarterly for the months of October 1, 2023, through September 30, 2024, up to a maximum of \$20,000 providing satisfactory progress toward the stated goal is achieved.
- Billings shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, participant documentation must also be submitted.

**Program Name:** LifePath Home Delivered Meals - Montague  
**Program Period:** October 1, 2023 – September 30, 2024  
 12 months

PERSONNEL Position:	Hourly Rate	Hours Per Week	# Weeks	Total Project Cost MONT	CDBG Cost	Non- CDBG Cost
Program Director	\$ 52.83	\$ 0.23	\$ 52.00	\$ 625.54	\$ 66.49	\$ 559.05
Supervisor	\$ 32.94	\$ 1.40	\$ 52.00	\$ 2,402.58	\$ 255.38	\$ 2,147.20
Data Collection, Entry,Admin	Various	Various	\$ 52.00	\$ 6,255.63	\$ 664.94	\$ 5,590.70
Meal Preparers	Various	Various	\$ 52.00	\$ 32,238.65	\$ 3,426.78	\$ 28,811.87
Nutritionist	\$ 32.00	\$ 1.21	\$ 52.00	\$ 2,061.21	\$ 219.09	\$ 1,842.12
				\$ -	\$ -	\$ -
				\$ -		\$ -
				\$ -		\$ -
<b>TOTAL SALARY</b>				<b>\$ 43,583.62</b>	<b>\$ 4,632.68</b>	<b>\$ 38,950.93</b>
Taxes at 10%				\$ 4,358.36	\$ 463.27	\$ 3,895.09
Fringe at 22%				\$ 9,588.40	\$ 1,019.19	\$ 8,569.21
<b>TOTAL PERSONNEL</b>				<b>\$ 57,530.38</b>	<b>\$ 6,115.14</b>	<b>\$ 51,415.23</b>
<b>ADMINISTRATIVE COSTS</b>						
Rent, utilities, security				\$ 6,006.63	\$ 638.47	\$ 5,368.16
Telephone				\$ 756.48	\$ 80.41	\$ 676.07
Insurance				\$ -	\$ -	\$ -
Postage				\$ 6.81	\$ 0.72	\$ 6.09
Supplies and Materials				\$ 415.09	\$ 44.12	\$ 370.97
Travel/mileage				\$ 538.59	\$ 57.25	\$ 481.34
Advertising				\$ 665.93	\$ 70.78	\$ 595.15
other:Staff training				\$ 241.30	\$ 25.65	\$ 215.65
other:MOW Drivers				\$ 25,609.95	\$ 2,722.19	\$ 22,887.76
other:Food Costs				\$ 73,952.31	\$ 7,860.70	\$ 66,091.62
other:Disposable supplies				\$ 5,841.75	\$ 620.94	\$ 5,220.81
other:Indirect Costs				\$ 14,556.93	\$ 1,547.32	\$ 13,009.61
other: Repairs/maint				\$ 466.50	\$ 49.59	\$ 416.91
Other/misc				\$ 1,568.45	\$ 166.72	\$ 1,401.74
<b>TOTAL ADMINISTRATIVE</b>				<b>\$ 130,626.73</b>	<b>\$ 13,884.86</b>	<b>\$ 116,741.87</b>
<b>TOTAL PROGRAM COSTS</b>				<b>\$ 188,157.10</b>	<b>\$ 20,000.00</b>	<b>\$ 168,157.10</b>

**AGREEMENT**  
**BY AND BETWEEN**  
**TOWN OF MONTAGUE**  
**AND**

**MONTAGUE CATHOLIC SOCIAL MINISTRIES**

THIS AGREEMENT, was made as of the 1<sup>st</sup> day of October, 2023, by and between the Town of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and MONTAGUE CATHOLIC SOCIAL MINISTRIES hereinafter referred to as the CONSULTANT).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of *FAMILIES LEARNING TOGETHER STRONG* (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY 2022.2023 Grant Program objectives.

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

1. **ENGAGEMENT OF CONSULTANT:** The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.

2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of MONTAGUE, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.

3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.

3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is WALTER RAMSEY, ASSISTANT TOWN ADMINISTRATOR. TELEPHONE (413) 863-3200 X 126.

4.1 **REPORTING:** The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

QUARTERLY REPORT DUE DATE: 7 days after the end of quarter.

Progress Report

#1  
#2  
#3  
#4

Quarter Ending

12/31/23  
03/31/24  
06/30/24  
09/30/24

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

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

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about July 1, 2023 and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be **completed by September 30, 2025.**

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed **TWENTY THOUSAND and 00/100 Dollars (\$20,000.00)**, with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

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

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

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

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

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

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

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

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

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

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

8.10 LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook

1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

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

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

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

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

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

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

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

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

The CONSULTANT understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the CONSULTANT acts as a holder of personal data and the CONSULTANT certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L.



c. 93H, and M.G.L. c. 66 sec. 17A. The MUNICIPALITY and the CONSULTANT shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause EOHLIC, the MUNICIPALITY, or the CONSULTANT to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

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

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

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

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

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

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

18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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

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

<p style="text-align: center;"><b>Certificate of Tax Compliance</b></p> <p>Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.</p> <p>Contractor: By: _____ (Heather Wood, Executive Director) (date)</p>
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21. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

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

**Approvals and Signatures**

By: TOWN/CITY OF MONTAGUE :	By: CONSULTANT
Chair, Selectboard Date	Heather Wood, Executive Director Date
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
Town/City Accountant Date	Town Counsel/City Solicitor Date
<u>Approval of Contract as to Appropriate Procurement Method</u>	
Town/City Procurement Officer Date	



ATTACHMENT A

TOWN OF MONTAGUE  
SUBGRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which **MONTAGUE CATHOLIC SOCIAL MINISTRIES** (the SUBGRANTEE) will perform as administering agent for the Town of Montague's FY 2022.2023 Community Development Fund/Massachusetts Community Development Block Grant ***FAMILIES LEARNING TOGETHER STRONG PROGRAM*** (the PROGRAM). The SUBGRANTEE will provide all administrative and program services necessary to implement the PROGRAM and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC).

**GENERAL ADMINISTRATION**

The SUBGRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the program activity.
3. Prepare and submit all required quarterly reports to the Town's administering agency, FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY, to be shared with EOHLC and Town residents.

**PROGRAM DELIVERY**

1. Execute all Program activities according to the approved FY 2022.2023 Montague Community Development Fund application: **"FAMILIES LEARNING TOGETHER STRONG."**

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

MONTAGUE CATHOLIC SOCIAL MINISTRIES  
41-43 Third Street/78 Avenue A  
Turners Falls, MA 01376

**CONTACTS:** The contact person for the SUBGRANTEE will be  
Sharon L. Pleasant, Community Development Program Manager  
Franklin County Regional Housing & Redevelopment Authority  
241 Millers Falls Road, Turners Falls, MA 01376  
413.223-5215 or [spleasant@fcrhra.org](mailto:spleasant@fcrhra.org)

## ATTACHMENT B

### METHOD AND COMPENSATION SCHEDULE

The Town will pay **MONTAGUE CATHOLIC SOCIAL MINISTRIES (SUBGRANTEE)**

TWENTY THOUSAND DOLLARS (\$20,000.00) for implementaiton of the **FAMILIES LEARNING TOGETHER STRONG PROGRAM** (“the Program”) of the 2022.2023 Town of Montague Community Development Fund grant program for the program year ending September 30, 2024. Should any extension of the Program beyond that date be agreed to as a Grant Agreement by DHCD, SUBGRANTEE will, with the Town’s written approval, continue to provide the services under this contract sa long as such Grant Agreement remains in effect. Payment to SUBGRANTEE will be as specified below:

- SUBGRANTEE may invoice quarterly for the months of October 1, 2023, through September 30, 2024, up to a maximum of \$20,000 providing satisfactory progress toward the stated goal is achieved.
- Billings shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, participant documentation must also be submitted.

PROJECT BUDGET FORM						
Program Name: _____						
Program Period: _____ months						
PERSONNEL Position:	Hourly Rate	Hours Per Week	# Weeks	Total Project Cost	CDBG Funds	Non-CDBG Funds
Coor/Lead Teach	21	17.5	52	19110	19110	
Assist (Stipend)		10	52	1000		1000
				-		-
<b>TOTAL SALARY</b>				<b>20110</b>	-	-
Taxes				1844.11	890	954.11
Fringe				-	-	-
<b>TOTAL PERSONNEL</b>				<b>21954.11</b>	<b>20000</b>	<b>1954</b>
<b>ADMINISTRATIVE COSTS</b>						
						-
						-
						-
						-
						-
						-
other:						-
<b>TOTAL ADMINISTRATIVE</b>				<b>4000</b>	<b>0</b>	<b>4000</b>
<b>TOTAL PROGRAM</b>				<b>25954.11</b>	<b>20000</b>	<b>5954.11</b>

**AGREEMENT**

**BY AND BETWEEN**

**TOWN OF MONTAGUE**

**AND**

**WILDFLOWER ALLIANCE**

THIS AGREEMENT, was made as of the 1<sup>ST</sup> day of October, 2023 by and between the Town of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and WILDFLOWER ALLIANCE hereinafter referred to as the CONSULTANT).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of ***WILDFLOWER ALLIANCE MONTAGUE EXPANSION PROGRAM*** (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY 2022.2023 Grant Program objectives.

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

1. **ENGAGEMENT OF CONSULTANT:** The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.

2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of MONTAGUE, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.

3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.

3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is Walter Ramsey, Assistant Town Administrator. TELEPHONE (413) 863-3200 x 126.

4.1 **REPORTING:** The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

QUARTERLY REPORT DUE DATE: 7 days after the end of quarter.

Progress Report

#1  
#2  
#3  
#4

Quarter Ending

12/31/23  
03/31/24  
06/30/24  
09/30/24

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

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

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to **commence on or about October 1, 2023** and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be **completed by September 30, 2025**.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed **TWENTY THOUSAND and 00/100 Dollars (\$20,000.00)**, with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

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

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

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

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

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

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

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

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

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

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

8.10 LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook

1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

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

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

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

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

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

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

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

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

The CONSULTANT understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the CONSULTANT acts as a holder of personal data and the CONSULTANT certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L.

c. 93H, and M.G.L. c. 66 sec. 17A. The MUNICIPALITY and the CONSULTANT shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause EOHLIC, the MUNICIPALITY, or the CONSULTANT to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

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

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

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

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

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

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

18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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

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

## Certificate of Tax Compliance

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Contractor: By: \_\_\_\_\_  
(Sera Davidow, Executive Director) (date)

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

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

## Approvals and Signatures

By: TOWN/CITY OF MONTAGUE:	By: CONSULTANT
Chair, Selectboard	Sera Davidow, Executive Director
Date	Date
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
Town/City Accountant	Town Counsel/City Solicitor
Date	Date
<u>Approval of Contract as to Appropriate Procurement Method</u>	
Town/City Procurement Officer	
Date	



## ATTACHMENT A

### TOWN OF MONTAGUE CONSULTANT SCOPE OF SERVICES

The following outlines the scope of consulting services which the WILDFLOWER ALLIANCE (the SUBGRANTEE) will perform as administering agent for the Town of Montague's FY 2022.2023 Community Development Fund/Massachusetts Community Development Block Grant ***MONTAGUE EXPANSION PROGRAM*** (the PROGRAM). The SUBGRANTEE will provide all administrative and program services necessary to implement the PROGRAM and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC).

#### GENERAL ADMINISTRATION

The SUBGRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the program activity.
3. Prepare and submit all required quarterly reports to the Town's administering agency, FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY, to be shared with EOHLC and Town residents.

#### PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2022.2023 Montague Community Development Fund application: **"WILDFLOWER ALLIANCE MONTAGUE EXPANSION PROGRAM."**

**OFFICE LOCATION:** The Program office will be located at the SUBGRANTEE's rented meeting space located at:

The Brick House Community Resource Center, Inc.  
24 Third Street  
Turners Falls, MA 01376

**CONTACTS:** The contact person for the SUBGRANTEE will be Sharon L. Pleasant, Community Development Program Manager Franklin County Regional Housing & Redevelopment Authority 241 Millers Falls Road, Turners Falls, MA 01376 413.223-5215 or [spleasant@fcrhra.org](mailto:spleasant@fcrhra.org)

ATTACHMENT B  
METHOD AND COMPENSTATION SCHEDULE

The Town will pay **WILDFLOWER ALLIANCE (SUBGRANTEE)** TWENTY THOUSAND DOLLARS (\$20,000.00) for implementaiton of the **MONTAGUE EXPANSION PROGRAM** (“the Program”) of the 2022.2023 Town of Montague Community Development Fund grant program for the program year ending September 30, 2024. Should any extension of the Program beyond that date be agreed to as a Grant Agreement by DHCD, SUBGRANTEE will, with the Town’s written approval, continue to provide the services under this contract sa long as such Grant Agreement remains in effect. Payment to SUBGRANTEE will be as specified below:

- SUBGRANTEE may invoice quarterly for the months of October 1, 2023, through September 30, 2024, up to a maximum of \$20,000 providing satisfactory progress toward the stated goal is achieved.
- Billings shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, participant documentation must also be submitted.

<b>PROJECT BUDGET FORM</b>						
Program Name: Wildflower AllianceMontague Expansion Program			Program Period: 12 months			
<b>PERSONNEL Position:</b>	<b>Hourly Rate</b>	<b>Hours Per Week</b>	<b># Weeks</b>	<b>Total Project Cost</b>	<b>CDBG Funds</b>	<b>Non-CDBG Funds</b>
Oversight	\$23	4	52	4784	4784	0
Advocate 1	\$18.50	8.08	52	7772	5772	2000
<b>TOTAL SALARY</b>				12,556	10,556	2000
Taxes				1255	1055	200
Fringe				1620	1320	300
<b>TOTAL PERSONNEL</b>				\$15,431	\$12,931	\$2,500
<b>ADMINISTRATIVE COSTS</b>						
Rent, utilities, security				4500	3500	1000
Telephone				250	0	250
Insurance				N/A	0	0
Postage				N/A	0	0
Supplies & Materials				1,500	1,000	500
Travel/Mileage				600	0	600
Consultants				2500	1500	1000
Accounting				N/A	0	0
Reproduction/Printing				N/A	0	0
Advertising				N/A	0	0
Community Events				N/A	0	0
Indirect				2569	1069	1500
<b>TOTAL ADMINISTRATIVE</b>				12,419	7,069	5,350
<b>TOTAL PROGRAM COSTS</b>				27,850	20,000	7,850

AGREEMENT  
BY AND BETWEEN  
TOWN OF MONTAGUE

AND  
BERKSHIRE DESIGN GROUP, INC.

THIS AGREEMENT, was made as of the 1<sup>ST</sup> day of October, 2023, by and between the Town of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and BERKSHIRE DESIGN GROUP, INC. hereinafter referred to as the CONSULTANT), 4 Allen Place, Northampton, MA 01060.

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter “Commonwealth”) Executive Office of Housing and Livable Communities (hereinafter “EOHLC”), Massachusetts Community Development Block Grant Program (hereinafter “Mass. CDBG”) to undertake an FY22.23 community development program of **Bidding and Construction Administration for the Hillcrest Neighborhood Park Construction Project** (hereinafter “Program”) pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY 2022.2023 Grant Program objectives.

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

- 1. ENGAGEMENT OF CONSULTANT: The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
- 2. SCOPE OF SERVICES: The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of MONTAGUE, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.
- 3. RESPONSIBILITY OF THE MUNICIPALITY: The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
- 3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is Brian P. McHugh, Community Development Director for the town’s grant administering agency, Franklin County Regional Housing and Redevelopment Authority. TELEPHONE (413) 223.5224.
- 4.1 REPORTING: The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

REPORT: Quarterly Report  
DATE DUE: Seven days following the end of each quarter

<u>Progress Report</u>	<u>Quarter Ending</u>
#1	03/31/24
#2	06/30/24
#3	09/30/24
#4	12/31/24

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

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

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about October 1, 2024 and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by December 31, 2024.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed TWENTY-ONE THOUSAND FOUR HUNDRED AND 00/100 Dollars (\$21,400.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

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

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

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

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

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **CONFIDENTIALITY:** The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and EOHLC, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and

any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

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

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

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

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

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

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

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

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

18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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



ATTACHMENT A  
CONSULTANT SCOPE OF SERVICES

The following outlines the scope of consulting services which the BERKSHIRE DESIGN GROUP, INC. (the CONSULTANT) will perform as administering agent for the Town of Montague's FY 2022.2023 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT). The CONSULTANT will be responsible for providing bidding and construction management of the HILLCREST NEIGHBORHOOD PARK CONSTRUCTION ACTIVITY, using the existing bid ready plans and specificatoinns prepared by the Berkshire Design Group, Inc., which were 80% complete as of March 1, 2023.

**GENERAL ADMINISTRATION**

The CONSULTANT will perform the following tasks:

Construction Drawings of Proposed Improvements to Include:

- Demolition Plan
- Grading and Drainage Plan
- Layout Plan
- Planting Plan
- Details

Bidding:

- Assemble bid documents for public bidding in accordance with MGL Ch. 30 §39M and CDBG/federal regulations. Prepare advertising notice for bidding. (USE BIDDOCS)
- Contract with utility locator company to identify underground utilities that might interfere with the proposed work.
- Assist HRA and Town during bidding by: scheduling and attending the pre-bid meeting; receiving inquiries regarding bid documents; resolving questions by issuing addenda; reviewing and making written recommendations concerning the qualifications of bidders; and conducting the bid opening, preparing and issuing a bid tabulation and recommending Contract award

Construction Administration:

- Assist HRA to conduct the preconstruction conference
- Oversee ongoing construction work:
  - Inspect the quality and progress of the work and furnish a written field report on a weekly basis
  - Conduct project meetings weekly with GC, owner & committee to discuss progress/quality of work
  - Perform technical review of shop drawings and submittals, to be approved by HRA
  - Review contractor's monthly request for payment including final payment and make recommendations to the HRA for payments to be made to the contractor
  - Prepare a punch list for substantial completion and issue the Certificate of Substantial Completion
  - Obtain from the Contractor and deliver to the HRA the information needed to produce record drawings, additional materials, all permits/approvals/discharges, guarantees, affidavit of Release of Liens, etc.

Project Completion:

- Upon acceptance of the Certificate of Substantial Completion, assist the HRA to administer the construction contract until expiration of the construction warranty period
  - Perform site inspections, punch list reviews, and requisition reviews as necessary
  - Prepare as-built record drawings from contractors notes and field observation, providing two sets of plans and one CD copy.
  - Assist in preparing the Certificate of Final Completion; attend meetings and dispute conferences as necessary

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

The Berkshire Design Group, Inc.; 4 Allen Place; Northampton, MA 01360

**CONTACTS:** The contact person for the Town of Montague will be Brian P. McHugh, Director of Community Development, Franklin County Regional Housing Authority, the Town's Grant Administrator.  
**TELEPHONE:** 413-223-5224

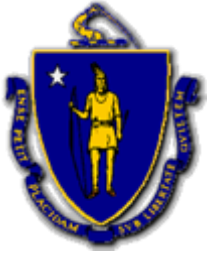


ATTACHMENT B  
METHOD AND COMPENSTATION SCHEDULE

**CONSULTANT Fee and Program Schedule:**

Construction Drawings:	\$8,500
Bidding:	\$3,700
Construction Administration:	\$9,200
TOTAL COMPENSATION	<u>\$21,400</u>

CONSULTANT may invoice on a monthly basis per % of work completed



COMMONWEALTH OF MASSACHUSETTS  
 EXECUTIVE OFFICE OF  
 ENERGY AND ENVIRONMENTAL AFFAIRS  
**DEPARTMENT OF ENERGY RESOURCES**  
 100 CAMBRIDGE ST., 9<sup>th</sup> FLOOR  
 BOSTON, MA 02114  
 Telephone: 617-626-7300

**Maura T. Healey**  
 Governor

**Rebecca L. Tepper**  
 Secretary

**Kimberley Driscoll**  
 Lt. Governor

**Elizabeth Mahony**  
 Commissioner

September 27, 2023

Steven Ellis, Town Administrator  
 Town of Montague  
 One Avenue A  
 Turners Falls, MA 01376

Dear Administrator Ellis:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of **\$71,400** for the following projects proposed in the Town of Montague's Green Communities Competitive Grant application.

List of projects funded:

- \$10,000, Inspectional Services — Hybrid vehicle
- \$61,400, Streetlights — LED Street lights

The Division reviewed Montague's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. **Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically-approved projects listed above.**

Jane Pfister, Green Communities Grant Coordinator, will follow up with the contact listed in your competitive grant application to discuss next steps, including coordination of the grant contract process. The Green Communities Division looks forward to working with the Town of Montague on your grant projects. We congratulate you on your grant award and applaud your efforts to create a cleaner energy future for your community and the Commonwealth as a whole.

Please do not hesitate to contact me at 617-823-4029 or by email at [Joanne.Bissetta@mass.gov](mailto:Joanne.Bissetta@mass.gov) with any questions you may have regarding your grant award.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne Bissetta". The signature is fluid and cursive, with the first name "Joanne" written in a larger, more prominent script than the last name "Bissetta".

Joanne Bissetta, Director  
Green Communities Division

Cc: Richard D. Kuklewicz, Chair Selectboard

Walter Ramsey, Assistant Town Administrator

Wendy Bogusz, Executive Assistant BOS

Chris Mason, West Regional Coordinator



## Office of the Town Administrator Town of Montague

1 Avenue A  
Turners Falls, MA 01376

(413) 863-3200 xt. 108

**To:** Selectboard

**From:** Walter Ramsey, Assistant Town Administrator

**Date:** 9/28/23

**RE: Recommendation to Award: Town Hall Annex Roof Solar PV Project**

On July 19, 2023 town issued a Request for Proposals for a municipally owned solar PV system to be installed on the annex roof of town hall.

The town received one qualifying proposal from Alliance Clean Energy, Inc (ACE Solar).

ACE Solar has proposed a 75kW ballasted system at a cost of \$192,930.52.

The proposal falls within the established budget for the project is \$205,000, to be funded by an existing ARPA appropriation. This would leave \$12,000 for contingency or interconnection expenses.

Under the SMART program, the project would have a 7 year payback period. The annual cost savings to the town would be \$16,381 in year one, escalating to \$23,000 in year 20. The system will be owned by the Town of Montague.

The proposal was reviewed and vetted by Greg Garrison (CIC Chair and solar industry expert), Steve Ellis (Town Admin), and Walter Ramsey (Town Admin/ Green Communities Coordinator). The proposal was scored in accordance with the 7 comparative criteria identified in the RFP: Quality of past projects, personnel qualifications, financing capabilities, contract quality, project approach and schedule, maintenance plan, and price proposal. The reviews were all scored as "Highly Advantageous" or "Advantageous". The ACE proposal did not receive a "Not Advantageous" score for any of the categories from any reviewer. Scoresheets are available for review upon request.

**RECOMMENDATION: The internal review team recommends that the Selectboard award the project to ACE Solar and to authorize ACE to commence the preliminary engineering phase of the project.**

Next Steps: Once the award is made, ACE will be authorized to begin the preliminary engineering phase which includes filing the interconnection permit with Eversource, conducting a structural analysis of the roof, and developing the system design. The project

The Town of Montague is an equal opportunity provider and employer

will not proceed to implementation until this initial phase has been completed to the satisfaction of the Selectboard.

Respectfully,

A handwritten signature in blue ink, appearing to read "Walter Ramsey", with a long horizontal flourish extending to the right.

Walter Ramsey  
Assistant Town Administrator



# ACE SOLAR

Alliance Clean Energy

August 28, 2023

Town of Montague  
Town Administrator  
One Avenue A  
Turner Falls, MA 01376

RE: Solar Photovoltaics for Onsite Energy Generation

Dear Mr. Ramsey,

In response to your Request for Proposals (“RFP”), **Alliance Clean Energy (“ACE Solar” and/or “the Respondent”)** hereby submit our proposal (“Response”) to the Solar PV Development for Onsite Energy Generation RFP issued in July of 2023 by the Town of Montague (the “Town”). Our proposal is based on details outlined in the original RFP.

We offer the following commitments and representations to the Town:

- 1) The undersigned is authorized to submit this Response on behalf of the Respondent and to bind the Respondent to its terms. We have fully reviewed all the provisions in the RFP as well as any and all addenda thereto. We fully understand the scope and nature of the project and contractual arrangements for which Responses are being requested.
- 2) Our Response has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the response to the RFP. Neither the Respondent nor any member of the Respondent’s project team is currently suspended or debarred from doing business with any governmental entity.
- 3) We certify that all of the information provided in our Response is true and accurate and that the Town may rely on such information in the evaluation of our Response. We have read and understand the evaluation criteria in the RFP. We accept that the Town reserves the right to waive minor informalities and to reject in whole or in part any and all Responses. We accept that the Town reserves the right to select the Developer that provides the most responsive and responsible Response, which best meets the needs of the Town, taking into account the Developer qualifications, submittal quality, and evaluation criteria.
- 4) We understand that the Town seeks to identify, through this RFP, the most qualified Respondent that: (1) meets the needs of the Town, (2) demonstrates a thorough understanding of the current solar policy context, (3) demonstrates expertise in design and construction of solar systems. We accept that the Town’s Selection Committee reserves the right to select the most advantageous Response that best meets the needs of the Town, taking into account the Respondent’s qualifications, submittal quality, and evaluation criteria.
- 5) We agree to take full responsibility for all costs of preparing this Response. We waive any and all claims against the Town and its employees, representatives and agents related to the cost of preparing, submitting and having the Town review and evaluate this Response.

**ACE Solar’s** Team has included the following required items as part of our Response:

- Price Proposal Form & Bid Pricing Sheet – Under separate cover.



# ACE SOLAR

Alliance Clean Energy

We thank you for your Town's dedication to our environment, and our collective future. We look forward to answering any questions you may have.

Sincerely,



Eric T. McLean P.E.  
Director of Operations  
ACE Solar  
16 High St. Suite 300  
North Andover MA 01845  
978-884-2903  
eric@myacesolar.com

## Section 1 Executive Summary

Town of Montague  
Solar PV Development for Onsite Generation

**ACE Solar** is pleased to present this proposal to design, procure, install, test, and commission a photovoltaic system for the Town of Montague.

ACE Solar has significant experience working on PV systems in New England. Our highly qualified team of dedicated and expert professionals brings industry leading large-scale PV system design and build experience, and the added benefit of a completely local project team. Our team members have constructed over 50 MW of large-scale and small-scale PV facilities for municipalities to date.

As described in the enclosed proposal, we have proposed a viable PV system at the Site, and we are ready to work collaboratively and in good faith with the Town to review and refine the proposed design and to review the potential financial benefits to the Town. We are proposing system totaling 75.66 kW DC. Which will produce approximately 84,814 kwh/yr. We are prepared to explain how this project will provide significant benefits to the Town under the current net metering and SMART Program.

Furthermore, we are ready to immediately move to contracting with the Town and **we are prepared to move ahead, at our risk, with certain critical tasks, so that the projects can be developed as quickly as possible.** We have attached a standard blank contract and are happy to negotiate in good faith anything the Town deems necessary. As the Town is aware, there are several key project entitlements (Interconnection Service Agreement and Net Metering) that must be secured quickly in order to ensure the maximum financial benefits under the current program.

Additionally, ACE Solar will provide a solution for public facing data showing real-time production. We have provided these solutions, including kiosks, for previous projects. We have included this in our costs and will work with the town to put together the desired solution.

We are confident that you will find our team's qualifications compelling for this project, and that you will agree that we have responded fully and thoughtfully to each question in the RFP. Our team is locally based, and we are headquartered in Massachusetts.

We look forward to presenting our qualifications to the Town in person, and to the opportunity to design, build, and operate a first-class PV System that will serve the needs of the Town for many years to come.





SYSTEM SUMMARY:  
QTY (156) 485-WATT MODULES  
75.66 KW DC  
QTY(1) SOLAREEDGE  
SE50KUS INVERTER  
50KW AC  
5° TILT 7" ROW SPACING  
218° AZIMUTH

SEAL:

CONFIDENTIAL  
THIS DRAWING AND ANY DATA, DESCRIPTION, AND OTHER INFORMATION CONTAINED HEREIN ARE CONSIDERED AS PROPRIETARY AND THE EXCLUSIVE PROPERTY OF ACE SOLAR AND SHALL NOT BE PUBLISHED, REPRODUCED, COPIED, DISCLOSED, OR USED, IN WHOLE OR IN PART, FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN PERMISSION OF A DULY AUTHORIZED REPRESENTATIVE OF ACE SOLAR.  
  
COPYRIGHT 2023 ACE SOLAR  
ALL RIGHTS RESERVED

REVISION:			
#	DESCRIPTION	BY	DATE
1.0	PRELIMINARY ARRAY LAYOUT	DM	8/23/23

CUSTOMER:

TOWN OF MONTAGUE, MA

PROJECT NAME:

ONE AVENUE A  
TURNER FALLS, MA  
01376

PROJECT NUMBER:

SCALE:

AS SHOWN

ISSUE FOR:

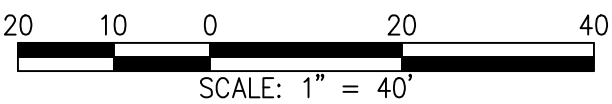
PROPOSAL SUBMITTAL

DRAWING TITLE

PRELIMINARY ROOF  
MOUNTED ARRAY  
LAYOUT

DRAWN BY	CHECKED BY	SHEET #:
DRM	ETM	PV1
DATE	DATE	
8/23/23	8/23/23	

NOTES:  
1. FINAL SYSTEM SIZE AND COMPONENTS ARE SUBJECT TO CHANGE.



REQUEST FOR PROPOSALS: SOLAR PV DEVELOPMENT FOR ONSITE ENERGY GENERATION - MONTAGUE TOWN HALL ANNEX



This template was prepared with support from partners in the Better Buildings Alliance's Renewables Integration Technology Solutions Team, to assist building owners in procuring solar.

NPV CASH FLOW TEMPLATE

Proposer: Please fill out ALL yellow cells and do not modify the template format.

PROPOSER:		ACE Solar																				
Client Name		Town of Montague																				
Location (Site Name & Address)		Montague Town Hall, One Avenue A, Turner Falls, MA																				
System Size (W DC)		75,660																				
Discount Rate		6%																				
Energy Escalation		4%																				
System Financing		Cash																				
Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Annual Cost		\$192,931	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Avoided Cost of electricity (\$/kWh)			\$0.10	\$0.10	\$0.11	\$0.11	\$0.12	\$0.12	\$0.13	\$0.13	\$0.14	\$0.14	\$0.15	\$0.15	\$0.16	\$0.17	\$0.17	\$0.18	\$0.19	\$0.19	\$0.20	\$0.21
Guaranteed Annual Production (kWh)			84814	84389.93	83967.98035	83548.14045	83130.39975	82714.74775	82301.17401	81889.66814	81480.2198	81072.8187	80667.45461	80264.11733	79862.79675	79463.48276	79066.16535	78670.83452	78277.48035	77886.09295	77496.66248	77109.17917
Savings			\$8,481.40	\$8,776.55	\$9,081.98	\$9,398.03	\$9,725.08	\$10,063.51	\$10,413.72	\$10,776.12	\$11,151.13	\$11,539.19	\$11,940.75	\$12,356.29	\$12,786.29	\$13,231.25	\$13,691.70	\$14,168.17	\$14,661.23	\$15,171.44	\$15,699.40	\$16,245.74
Incentives		\$57,879.16	\$7,900.42	\$7,860.92	\$7,821.62	\$7,782.51	\$7,743.60	\$7,704.88	\$7,666.35	\$7,628.02	\$7,589.88	\$7,551.93	\$7,514.17	\$7,476.60	\$7,439.22	\$7,402.02	\$7,365.01	\$7,328.19	\$7,291.55	\$7,255.09	\$7,218.81	\$7,182.72
Federal ITC		\$57,879	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utility Payments (upfront or ongoing)		\$0	\$7,900.42	\$7,860.92	\$7,821.62	\$7,782.51	\$7,743.60	\$7,704.88	\$7,666.35	\$7,628.02	\$7,589.88	\$7,551.93	\$7,514.17	\$7,476.60	\$7,439.22	\$7,402.02	\$7,365.01	\$7,328.19	\$7,291.55	\$7,255.09	\$7,218.81	\$7,182.72
SRECS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Costs/Savings		\$135,051.36	(\$16,381.82)	(\$16,637.47)	(\$16,903.59)	(\$17,180.54)	(\$17,468.68)	(\$17,768.39)	(\$18,080.08)	(\$18,404.14)	(\$18,741.01)	(\$19,091.12)	(\$19,454.93)	(\$19,832.89)	(\$20,225.51)	(\$20,633.28)	(\$21,056.71)	(\$21,496.36)	(\$21,952.77)	(\$22,426.53)	(\$22,918.22)	(\$23,428.46)
Net Present Value (NPV)		\$135,051.36	\$111,952.40	\$90,808.17	\$71,475.51	\$53,821.13	\$37,721.04	\$23,059.87	\$9,730.31	(\$2,367.45)	(\$13,326.22)	(\$23,232.29)	(\$32,165.87)	(\$40,201.50)	(\$47,408.45)	(\$53,851.07)	(\$59,589.13)	(\$64,678.12)	(\$69,169.58)	(\$73,111.31)	(\$76,547.70)	(\$79,519.92)



**Price Proposal Form – Revision 1**

**Company Name:** Alliance Clean Energy Inc.

**Street Address:** 16 High Street, Suite 300, North Andover, MA 01845

**Phone:** (978) 884-2903

**Email:** [eric@myacesolar.com](mailto:eric@myacesolar.com)

**Website:** [www.myacesolar.com](http://www.myacesolar.com)

**Price Proposal Option 1**

**Pricing includes all labor, materials, data acquisition system, warranty, utility interconnection as described in the scope of work (of this RFP).**

(A) Total number of kW of installed capacity: 75.66

(B) Total number of kWh produced year 1: 84,814

(C) Price per Watt (W) of photovoltaic units installed: \$ 2.55

<b>TOTAL PRICE PROPOSAL =</b> <b>\$ <u>192,930.52</u></b>
---

**Price Excludes:**

Utility fees beyond initial interconnection application, Union labor, structural or electrical upgrades to existing building, delays by utility, and unexpected material increases over 10%, hazardous waste remediation, sales tax

**Bidder Signature:** 

**Date:** 9/25/23

**Addenda Acknowledged:** \_\_\_\_\_





## Department of Environmental Protection

100 Cambridge Street Suite 900 Boston, MA 02114 • 617-292-5500

Maura T. Healey  
Governor

Kimberley Driscoll  
Lieutenant Governor

Rebecca L. Tepper  
Secretary

Bonnie Heiple  
Commissioner

September 27, 2023

Steven Ellis  
Town Administrator  
Town of Montague  
1 Avenue A  
Turners Fall, MA 01376

Dear Mr. Ellis,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Montague Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The Town of Montague has earned 19 points and will receive \$11,400.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. This year, we are awarding \$5.2 million in SMRP funding to 283 municipalities and regional groups.

Recycling programs play a vital role in limiting our dependence on landfills and incinerators, reducing greenhouse gas emissions, and supporting economic activity in the Commonwealth. Recycling Dividend Program funds foster investment in local programs including recycling equipment, organics diversion, outreach and education, pilot programs, school recycling, toxics reduction, and more. Please refer to the [RDP Approved Expenses List](#) for more information. MassDEP has invested in developing nationally recognized tools to assist municipalities with reducing recycling contamination and improving public awareness of smart recycling practices. We encourage you to utilize the [Recycling IQ Kit](#) and [Recycle Smart MA](#) website and to consult with your MassDEP [Municipal Assistance Coordinator](#) for assistance in implementing these best practices.

To accept your grant award, please sign and return the attached RDP Contract via email before January 15, 2024. After we receive your signed RDP contract, funds will be sent to your community. Should you have any questions, please email Rachel Smith at [Rachel.Smith@mass.gov](mailto:Rachel.Smith@mass.gov).

Thank you for your continued commitment to recycling and waste reduction in Massachusetts.

Sincerely,

Bonnie Heiple  
Commissioner

**SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL**

**RECYCLING DIVIDEND PROGRAM CONTRACT (“RDP Contract”)  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)  
AND THE Town of Montague (“Municipality”)**

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program (“RDP”). The Municipality has earned a payment of \$11,400.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling, and waste reduction. Municipalities receive payments according to the number of criteria points their program earns based on the *2023 Details: Recycling Dividends Program* and number of residents served as described below. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and rewards communities with model recycling and waste reduction programs.

**Duration:** The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

**RESPONSIBILITIES OF THE MUNICIPALITY**

1. **Authority:** The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. **Commonwealth Terms and Conditions:** The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality’s executed Master Service Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP’s right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Municipality has established paper, bottle, and can recycling in all municipal buildings, offices and meeting spaces, including schools. The Municipality shall continue such paper, bottle, and can recycling during the term of the RDP Contract.
5. **Notification of Buy Recycled Policy:** The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and distributes an annual notification of the Buy Recycled Policy, ordinance or by-law to all staff, department heads and employees with purchasing authority. This notice should be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator, or Chief Purchasing or Procurement Officer; and should include specific language encouraging the purchase of recycled products as it supports municipal recycling collection programs, recycling markets, and supports closed loop recycling. The Grantee shall submit the annual notification to MassDEP on or before February 15<sup>th</sup> during the term of the Grant. Failure to submit by this deadline will result in the loss of an RDP point.

**SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL**

6. **RDP Payment Calculation:** MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *See Details: Recycling Dividends Program guidance document for additional information on point value.*

**RDP Payment Brackets**

# of Households that Receive Trash Service Provided by the Municipality	Point Value Basic Level 1-9 pts.	Point Value Advanced Level ≥ 10 pts. or RDP EJ Populations
0 - 1,999	\$245	\$350
2,000 - 4,999	\$420	\$600
5,000 - 7,499	\$770	\$1,100
7,500 - 9,499	\$910	\$1,300
9,500 - 12,499	\$1,260	\$1,800
12,500 - 16,999	\$2,100	\$3,000
17,000 - 24,999	\$2,450	\$3,500
25,000 - 31,999	\$2,800	\$4,000
32,000 - 99,999	\$4,550	\$6,500
100,000 +	\$7,000	\$10,000

7. **Program Criteria:** The Municipality, through its RDP application, certifies that all points earned are for programs that were in place between July 1, 2022 and June 30, 2023 and that these programs fully meet the performance standard set forth in the *2023 Details: Recycling Dividends Program guidance document*.
8. **Use of Funds:** RDP Payments shall be expended on activities and programs listed on the Approved Spending Categories for Recycling Dividends Program and Regional Small Scale Initiative Funds, to enhance the performance of the Municipality's waste reduction programs. Use of a dedicated account is recommended. Funds may be carried over to future years and accumulated to fund a larger eligible expense or project. Planned use of funds shall be noted on the Annual RDP Spending Report. However, MassDEP may delay future RDP payments if municipality is not expending funds.
9. **Record Keeping:** The Municipality shall be responsible for keeping documentation (i.e., proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits to ensure compliance with this Contract.
10. **Reporting:** By February 15<sup>th</sup> of each year, for the duration of the Contract, the Municipality shall submit the annual Recycling and Solid Waste survey and the RDP Spending Report through its ReTRAC Connect™ account. Submission of the Annual Notification of Buy Recycled Policy as described in condition 5. above is also required. Failure to comply with these reporting requirements will result in the loss of one RDP point and may jeopardize future grant awards and RDP payments.
11. **Environmental Compliance:** The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in compliance with applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.
12. **Addendums:** Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

**SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL**

13. RDP Payment Calculation:

The Municipality's payment has been calculated as follows:

(NET RDP POINTS EARNED) x (VALUE OF EACH POINT)

a. Bulky Items	2
b. Center for Hard to Recycle Materials	2
c. Curbside Recycling Regulation	0
d. Diversity, Equity, and Inclusion	0
e. Household Hazardous Waste	2
f. Organics	2
g. Recycling Center Access	0
h. Reuse Programs	2
i. Solid Waste Reduction	5
j. Textile Recovery Initiatives	1
k. Waste Prevention Outreach and Education	1
l. Yard Waste	2
 TOTAL RDP POINTS EARNED	 19
 POINT DEDUCTED DUE TO LATE SUBMISSION	 N/A
 NET RDP POINTS EARNED	 19
  VALUE OF EACH POINT	  \$600
 RDP PAYMENT AMOUNT	 \$11,400

**IN WITNESS WHEREOF**, MassDEP and the Municipality hereby execute this Contract.

**COMMONWEALTH OF MASSACHUSETTS**

By: \_\_\_\_\_

**John Fischer, Deputy Division Director  
Bureau of Air and Waste  
Department of Environmental Protection**

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

**Town of Montague**

Municipal Official(s) Authorized to sign: **Chair Selectboard, Town Administrator**  
VC6000191893

By: \_\_\_\_\_

**Signature**

**Title**

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

\_\_\_\_\_  
**Print Name**



**Checklist for Recycling Dividends Program Grant Award**  
**This document contains important grant deadlines and requirements.**

**STEP ONE: EXECUTING THE CONTRACT**

It is the responsibility of the municipal Recycling Contact to ensure that the RDP Contract is signed by an **individual currently holding one of the Titles** listed on the Authorized Signatory Listing form, which your municipality filed with MassDEP in 2022. If the person(s) listed on the form has changed (e.g., a new Mayor has been elected), the municipal official with the same title may sign the RDP Contract and a new Authorized Signatory Listing form **IS NOT REQUIRED**.

**Please sign and email the RDP Contract to [Rachel.Smith@mass.gov](mailto:Rachel.Smith@mass.gov) for processing of payment no later than January 15, 2024, or funds may be forfeited.**

Acceptable forms of signature are:

1. Traditional “wet signature” (ink on paper, scan, and email).
2. Electronic signature that is either hand drawn using a mouse or finger if working from a touch screen device; or
3. Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.

**STEP TWO: TRACK EXPENDITURES BY APPROVED EXPENSE CATEGORY**

- ➡ This is not a reimbursement-based grant. Your award payment will be processed as soon as the RDP Contract is returned.
- ➡ However, you are required to keep track of approved expenditures, by expense categories. Please review the list of [Approved Spending Categories](#) to determine the appropriate category. Items/activities are listed in the category deemed most appropriate in cases where there is overlap.
- ➡ Be prepared to be audited.

**STEP THREE: REPORT EXPENDITURES AND REMAINING BALANCE**

- ➡ The municipality is required to report all expenditures from the previous calendar year no later than February 15<sup>th</sup>.

**Contact Rachel Smith at [Rachel.Smith@mass.gov](mailto:Rachel.Smith@mass.gov) with any questions.**



## Fair Share Amendment Spending

### Potential for Direct Impact on Montague Road and Bridge Funding

Montague's FY24 regular Chapter 90 apportionment is \$483,496.47. This is based on a total \$200M appropriation for Chapter 90 that is distributed via a formula based on population, road miles and employment. The MA Municipal Association notes that the base Chapter 90 allocation has been level-funded for 12 years and that an appropriation of \$330M would be required to maintain the purchasing power of the initial appropriation.<sup>1</sup>

Among the many priorities funded through a \$1B spending package supported by Fair Share (the Millionaires') tax revenue, one should directly impact the Town of Montague's capital budget planning for FY23. This comes as a commitment of \$100 million in supplemental aid for roads and bridges, half of which will be expended consistent with the Chapter 90 program, with the other half to be spent with a focus on the total mileage of participating municipalities.

Area legislators, Senator Jo Comerford and Representative Natalie Blais, advocated strongly for this element of the spending plan and with a particular emphasis on the inclusion of the component that will use road-miles as a basis for distribution of the money, as this approach will be more generous to rural communities than the standard Ch 90 formula. In the final analysis, the Town should expect to see a supplemental appropriation of greater than \$241,748 for road and bridge work in FY24. The timing of disbursement is yet to be determined.

1596-2428 For the construction and reconstruction of municipal ways as described in clause (b) of the second paragraph of section 4 of chapter 6C of the General Laws; provided, that a city or town shall comply with the procedures established by the Massachusetts Department of Transportation; provided further, that a city or town may expend, without further appropriation, for these projects amounts not in excess of the amount provided to the city or town under this item upon preliminary notice of such amount, which shall be provided by the department to the city or town not later than March 1, 2024; provided further, that the commonwealth shall reimburse a city or town under this item, subject to the availability of funds as provided in section 9G of chapter 29 of the General Laws, within 30 days after receipt by the department of a request for reimbursement from the city or town, which request shall include certification by the city or town that actual expenses have been incurred on projects eligible for reimbursement under this item and that the work has been completed to the satisfaction of the city or town according to the specifications of the project and in compliance with applicable laws and procedures established by the department; and provided further, that not less than \$50,000,000 shall be distributed using a formula based on each municipality's share of road mileage..... \$100,000,000

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<sup>1</sup> <https://www.mma.org/advocacy/mma-urges-transportation-committee-to-boost-ch-90-to-330m-per-year/>

## Your Fair Share Dollars at Work: Critical Investments and Hard Choices

*By Jason Wright, Senior Policy Analyst*

The Fiscal Year 2024 budget is the first state budget to include money raised from the Fair Share Amendment. Approved by voters last November, Fair Share amended the state constitution to include a 4 percent surtax on taxable income over \$1 million. Enabled by this new Fair Share revenue, the Fiscal Year (FY) 2024 budget makes important investments in education and transportation.<sup>1</sup> These investments show what can be accomplished when the Commonwealth raises the revenue it needs from those best able to afford it. While Fair Share is doing what the voters intended, the legislature was forced to make difficult choices over what to fund with Fair Share this year, and more can be done to protect the intent of this voter approved amendment.

This piece gives an overview of the Fair Share Amendment, reviews Fair Share funding in FY 2024, and discusses how Fair Share funding is being protected.

### What's Fair Share Again?

Voters took to the polls last November and approved the [Fair Share Amendment](#) (FSA). FSA amended the state constitution to introduce a 4 percent surtax only on taxable income over \$1 million. The \$1 million threshold is adjusted annually to reflect increases in the cost of living to ensure that the surtax applies only to the Commonwealth's highest income taxpayers. The state constitution requires Fair Share money to be spent on education and transportation.

FSA was approved to raise more adequate revenue for the Commonwealth's education and transportation needs. Crumbling infrastructure, [burning trains](#) (remember those?), unaffordable childcare, rising student debt, and other problems made clear the need for additional investments by our Commonwealth. The Fair Share surtax raises money from those earning the most to make investments in [education](#) and [transportation](#). These investments will help make Massachusetts a more affordable, competitive, and livable state.

The Fair Share Amendment was also approved because Massachusetts' tax system is [upside-down](#): Even with the amendment, the highest-income families in the state still pay a smaller percent of their household income in taxes than the bottom 99 percent. Not only is an upside-down tax system unfair, but it also worsens [racial inequality](#) and limits our ability to invest in the things we need as a Commonwealth. Fair Share uses an additional tax, a "surtax" on the highest-income households, to help make our tax system fairer.

The surtax will advance racial justice in Massachusetts, both in the way the tax is collected – from predominantly white, very high-income households – and by making possible transformative investments

that [can help address](#) the accumulated effects of a centuries-long history of systemic racism. The FY 2024 Fair Share spending is a down payment on a more equitable Commonwealth.

### Next Stop: First Fair Share Benefits

Fair Share is funding items of importance to communities across the Commonwealth: free community college programs, expanded early childhood education supports, free school meals, greener school buildings, support for Regional Transit Authorities, discounted fares for low-income riders on the MBTA and eliminating fares altogether at some regional transit authorities, road and bridge improvement, and more. Taken together, the items funded by Fair Share in FY 2024 will have a positive impact on communities from Pittsfield to Provincetown.

Fair Share dollars are supporting a wide variety of education and transportation needs (see Table 1 for a breakdown). Public transit had a big Fair Share moment in FY 2024, with \$301.5 million in funding for capital and service improvements. Higher education also had a big moment, with \$234 million to support capital improvements, free community college initiatives, and scholarships. K-12 education will see \$219 million to provide free school meals and for the construction and greening of school buildings. These three subcategories represent 75 percent of Fair Share spending in FY 2024.

Table 1. Fair Share Addresses Variety of Needs in FY 2024		
Subcategory	Totals	Percent
Public Transit	\$301,500,000	30.15%
Higher Education	\$234,000,000	23.40%
K-12 Education	\$219,000,000	21.90%
Roads and Bridges	\$175,000,000	17.50%
Early Education & Care	\$70,500,000	7.05%

These initiatives directly impact our lives and the lives of our neighbors. For example, in many regions, public bus service doesn't run on nights or weekends and does not run frequently enough to meet people's needs. The \$90 million in Fair Share dollars for regional transit means that regional transit authorities can improve and expand services and keep fares low. More people will be able to get to a doctor or grocery store or commute to new employment opportunities.

Fair Share dollars will also work in concert with other funding to move education and transportation forward in Massachusetts. For example, Student Opportunity Act funding elsewhere in the FY 2024 budget will help increase educational equity across school districts, and Fair Share funding will help ensure these students are nourished and ready to learn in greener, newer school buildings.

Appendix 1 provides a detailed breakdown of FY 2024 Fair Share funding by individual line items.<sup>2</sup>

### Difficult Choices

Lawmakers identified more priorities than they had Fair Share funding for in FY 2024, and this required making difficult choices about what to fund. While Fair Share funding was capped at \$1 billion in FY 2024,<sup>3,4</sup> the Governor, House, and Senate together identified **more than** \$1 billion<sup>5</sup> in priorities this year. Some unfunded Fair Share priorities were then addressed elsewhere in the budget,<sup>6</sup> while others were left unfunded or were funded at a reduced level.

Of the 24 line items finally funded by Fair Share in FY 2024, 16 are funded at a level lower than proposed by either the Governor, House, or Senate. Collectively, these 16 items were allocated \$506 million less in Fair Share dollars than the amounts these bodies sought. For example, two college financial aid programs received \$41 million less than the higher amounts proposed for those items.<sup>7</sup>

Some priorities that were not given Fair Share dollars were also not included elsewhere in the budget. Items left unfunded<sup>8</sup> in the budget included additional money for student support services and tuition and fee stabilization at state colleges and universities, roadside maintenance and beautification, university diversity, equity, and inclusion initiatives, and rail improvement projects in Pittsfield and Palmer as initial steps for creating rapid passenger rail traversing the state.<sup>9</sup> These unfunded items alone total \$133.5 million and represent unmet needs, such as a first generation student who takes on more debt for college or does not receive support services that would help them graduate.

The Fair Share Amendment is doing what voters wanted it to do: making new, important investments in our Commonwealth and making our tax system more equitable. Yet, the unfunded Fair Share spending priorities for FY 2024 highlighted that there are still unmet needs.

### Protecting Fair Share

Our elected officials took important steps toward protecting Fair Share investments this year, but there is still work to do. Lawmakers created a dedicated fund, called the Education and Transportation Fund, to hold money collected under FSA.<sup>10</sup> The dedicated fund means that Fair Share dollars are not placed in the General Fund. This helps ensure that Fair Share money is not used for something other than education or transportation. Lawmakers also created a new separate section of the budget (Section 2F) to detail how Fair Share dollars are spent. Both actions help build transparency by making it easier to track Fair Share dollars and how they are spent.

Lawmakers took additional critical action by exempting Fair Share funding from the “tax cap law,” also known as “62F,” and from calculation of capital gains revenue to be held in reserve each year.<sup>11</sup> The tax cap law sets an [artificial limit](#) on how much tax revenue Massachusetts can collect, regardless of the current needs of the Commonwealth, and [disproportionately benefits](#) higher-income households. Including Fair Share dollars in the 62F calculation would have undermined the intent of the Fair Share Amendment by diverting Fair Share revenue away from education and transportation.

While these are good first steps toward protecting the Fair Share Amendment, new tax cuts for higher earners would undermine the intent of Fair Share. Yes, the voters approved FSA to make our tax system fairer and invest in education and transportation, but Fair Share was also meant to collect additional revenue available for public investment. Tax cuts for higher earners shrink the entire pie, reducing money

available for education and transportation as well as other priorities like housing, environmental justice, and healthcare.

Tax cuts should be well targeted and support economic and racial equity. This year, the legislature is debating cuts to capital gains and estate taxes, which are taxes that are overwhelmingly paid by the highest earners<sup>12,13</sup> - the same people who are supposed to be paying more as a result of voters' approval of Fair Share. These cuts will make our tax system [less equitable](#) and would erode the total funding available to the budget.<sup>14</sup>

#### Appendix 1. Detailed Breakdown of FY 2024 Fair Share Spending

Line Item	Title	Category	GAA <sup>15</sup> Section 2F
1596-2411	Income Eligible Waitlist	Early Education & Care	\$25,000,000
1596-2412	CPPI Pre-K Initiative	Early Education & Care	\$5,500,000
1596-2413	Early College and Innovation Pathways	Higher Education	\$5,000,000
1596-2414	Financial Aid Expansion	Higher Education	\$84,000,000
1596-2417	Higher Education Capital Funding	Higher Education	\$50,000,000
1596-2418	MassReconnect	Higher Education	\$20,000,000
1596-2422	Free School Meals	K-12 Education	\$69,000,000
1596-2423	Targeted In-Demand Scholarships	Higher Education	\$25,000,000
1596-2424	Green Schoolworks	K-12 Education	\$50,000,000
1596-2425	Department of Higher Education Endowment Match	Higher Education	\$10,000,000

1596-2426	UMass Endowment Match	Higher Education	\$10,000,000
1596-2429	Early Education & Care Provider Capital	Early Education & Care	\$15,000,000
1596-2431	MSBA Capital Supports	K-12 Education	\$100,000,000
1596-2432	Free Community College Implementation Supports	Higher Education	\$12,000,000
1596-2433	Nursing Programs Free Community College	Higher Education	\$18,000,000
1596-2434	Reimbursement Rate Increase, Center-Based Early Ed.	Early Education & Care	\$25,000,000
1596-2401	Matching Funds for Municipal and State Transportation Projects	Roads and Bridges	\$25,000,000
1596-2402	Highway Bridge Preservation	Roads and Bridges	\$50,000,000
1596-2404	MBTA Capital Investments	Public Transit	\$180,800,000
1596-2405	MBTA Means Tested Fares	Public Transit	\$5,000,000
1596-2406	Regional Transit Funding and Grants	Public Transit	\$90,000,000
1596-2408	Water Transportation	Public Transit	\$5,700,000
1596-2427	MBTA Workforce/Safety Reserve	Public Transit	\$20,000,000
1596-2428	Roads & Bridges Supplemental Aid	Roads and Bridges	\$100,000,000
Total Fair Share Funding (Fiscal Year 2024)			\$1,000,000,000

## Appendix 2: Range of FY 2024 Fair Share Funding for Individual Proposals

Line Item	Title	Maximum Proposed	Minimum Proposed
1596-2400	Municipal Partnership Programs	\$100,000,000	\$0
1596-2401	Matching Funds for Municipal and State Transportation Projects	\$50,000,000	\$0
1596-2402	Highway Bridge Preservation	\$100,000,000	\$50,000,000
1596-2403	Roadside Maintenance and Beautification	\$14,000,000	\$0
1596-2404	MBTA Capital Investments	\$250,000,000	\$180,800,000
1596-2405	MBTA Means Tested Fares	\$5,000,000	\$5,000,000
1596-2406	Regional Transit Funding and Grants	\$100,000,000	\$25,000,000
1596-2407	Palmer and Pittsfield Rail Projects	\$12,500,000	\$0
1596-2408	Water Transportation	\$10,000,000	\$2,500,000
1596-2410	Childcare Grants to Providers	\$100,000,000	\$0
1596-2411	Income Eligible Waitlist	\$25,000,000	\$25,000,000
1596-2412	CPPI Pre-K Initiative	\$15,000,000	\$0

1596-2413	Early College and Innovation Pathways	\$10,000,000	\$0
1596-2414	Financial Aid Expansion	\$100,000,000	\$84,000,000
1596-2416	Student Support Services	\$30,000,000	\$0
1596-2417	Higher Education Capital Funding	\$140,000,000	\$0
1596-2418	MassReconnect	\$20,000,000	\$20,000,000
1596-2419	Tuition and Fee Stabilization	\$59,000,000	\$0
1596-2420	State University Equity and Inclusion Initiatives	\$8,000,000	\$0
1596-2421	UMass Diversity, Equity, and Inclusion Initiatives	\$10,000,000	\$0
1596-2427	MBTA Workforce/Safety Reserve	\$65,000,000	\$0
1596-2422	School Meals	\$161,000,000	\$0
1596-2423	Targeted In-Demand Scholarships	\$50,000,000	\$0
1596-2424	Green Schoolworks	\$100,000,000	\$0
1596-2425	DHE Endowment Match	\$10,000,000	\$0



1596-2426	UMass Endowment Match	\$10,000,000	\$0
1596-2428	Roads & Bridges Supplemental Aid	\$100,000,000	\$100,000,000
1596-2429	Early Education & Care Provider Capital	\$25,000,000	\$15,000,000
1596-2430	EEC Provider Workforce Aid	\$15,000,000	\$0
1596-2431	MSBA Capital Supports	\$100,000,000	\$100,000,000
1596-2432	Free Community College Implementation Supports	\$15,000,000	\$12,000,000
1596-2433	Nursing Programs Free Community College	\$20,000,000	\$18,000,000
1596-2434	Reimbursement Rate Increase, Center-Based Early Ed.	\$25,000,000	\$25,000,000

**Appendix 3: Proposed Fair Share Budget Items NOT Appropriated Fair Share Dollars in FY 2024**

Line Item	Title	Governor Section 2F	House Section 2F	Senate Section 2F	GAA <sup>16</sup> Section 2F
1596-2400	Municipal Partnership Programs	\$100,000,000	\$0	\$0	\$0
1596-2403	Roadside Maintenance and Beautification	\$14,000,000	\$0	\$0	\$0
1596-2407	Palmer and Pittsfield Rail Projects	\$12,500,000	\$0	\$0	\$0
1596-2410	Childcare Grants to Providers	\$100,000,000	\$40,000,000	\$0	\$0

1596-2416	Student Support Services	\$30,000,000	\$0	\$30,000,000	\$0
1596-2419	Tuition and Fee Stabilization	\$59,000,000	\$0	\$0	\$0
1596-2420	State University Equity and Inclusion Initiatives	\$8,000,000	\$0	\$0	\$0
1596-2421	UMass Diversity, Equity, and Inclusion Initiatives	\$10,000,000	\$0	\$0	\$0
1596-2430	EEC Provider Workforce Aid	\$0	\$0	\$15,000,000	\$0

<sup>1</sup> The State Fiscal Year (FY) starts in July. FY 2024 started in July 2023.

<sup>2</sup> The language accompanying these line items, which governs how the money in each line item can be used, can be found in Section 2F of the budget.

<sup>3</sup> The [consensus revenue estimate](#) for Fair Share revenue in FY 2024 was set at \$1 billion. See the Department of Revenue [briefing book](#) for additional data on estimated surtax revenue.

<sup>4</sup> [Multiple projections](#) estimate that Fair Share revenue will exceed the \$1 billion agreed upon in the Consensus Revenue Process. The FY 2024 budget outlines the mechanisms that will determine how Fair Share revenue that exceeds the initial spending cap will subsequently be directed to education and transportation.

<sup>5</sup> Taking the sum of the maximum proposed for each spending item, lawmakers proposed about \$1.85 billion in Fair Share spending in FY2024. The [Massachusetts Taxpayers Foundation](#) sought to treat largely similar proposals as identical and estimated the aggregate Fair Share spending proposals for FY 2024 at \$1.55 billion, with \$1.1 billion in unique priorities. Regardless, more spending was proposed than could be supported by the \$1 billion in Fair Share dollars available in FY 2024.

<sup>6</sup> For example, grants to early education and care providers for their own personal childcare were shifted from Fair Share (1596-2430) to an earmark in 3000-1042. While 3000-1042 was vetoed, the [Administration claims](#) that this will be included in existing resources.

<sup>7</sup> 1596-2414, 1596-2423

<sup>8</sup> MassBudget analysts compared the language of each unfunded Fair Share line item with relevant line items elsewhere in the budget (outside Section 2F). Analysts also examined new funding (compared to FY 2023 GAA) for the same non-Section 2F line items.

<sup>9</sup> The five-year [Capital Investment Plan](#) authorizes borrowing funds for the Pittsfield and Palmer projects, but like many capital budget authorizations, the actual funding may never be appropriated.

<sup>10</sup> Virtually every dedicated funding source includes a dedicated fund this way, such as the [Massachusetts Bay Transportation Authority State and Local Contribution Fund](#), which sets aside approximately 1 cent for every dollar subject to the sales tax revenue for the MBTA.

<sup>11</sup> Ninety percent of capital gains revenue that exceeds a threshold set by law is transferred to the Stabilization Fund. See [Section 5G](#).

<sup>12</sup> <https://itep.org/several-states-make-new-moves-to-tax-wealth/>

<sup>13</sup> <https://massbudget.org/2023/05/16/house-tax-proposal-racial-equity/>

<sup>14</sup> The conference budget includes \$580 million in lost revenue as a placeholder for tax cuts. See the following for estimates of the cost of capital gains and estate tax cuts: <https://massbudget.org/2023/07/25/what-should-be-in-conference-tax-package/>

<sup>15</sup> Once passed, the state budget is called the General Appropriations Act (GAA)

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<sup>16</sup> Once passed, the state budget is called the General Appropriations Act (GAA)

**From:** [Thomas, Benjamin \(Markey\)](#)  
**To:** [StevenE - Montague Town Administrator](#)  
**Cc:** [White, Caleb \(Warren\)](#); [Juntilla, Carlo \(Warren\)](#); [Massiwer, Michael \(Markey\)](#)  
**Subject:** FY24 Senate CDS Update  
**Date:** Tuesday, September 19, 2023 2:37:11 PM  
**Attachments:**

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Good afternoon,

Thank you for applying to the U.S. Senate Fiscal Year 2024 (FY24) Congressional Directed Spending (CDS) Program. Senators Markey and Warren were glad to sponsor and fight for your proposed CDS project – **Town of Montague for Sewer Collection System**.

We wanted to inform you that unfortunately the Senate Appropriations committee did not include funding for your organization's proposed project this year.

As you may be aware, the Offices received hundreds of submissions for CDS requests. While the Senators fought hard to secure funding for as many Massachusetts projects as possible this appropriations cycle, the Appropriations Committee makes final determinations on which projects are eligible, how much funding is available, and how to direct available funding to eligible projects.

While the specifics on the Committee review process and selections are closed, we will certainly follow up if we receive any specific feedback about your application from the Committee, including any issues with eligibility.

We are disappointed by this outcome, but we hope to work with you again to submit projects for funding in a future cycle. We will notify you when we begin our FY25 CDS process.

If you have any questions, please feel free to reach out to me, Michael Massiwer in Senator Markey's Office, or Carlo Juntilla in Senator Warren's office.

Thank you,  
Ben

**Ben Thomas**

Pronouns: He/Him/His

Regional Director

Office of U.S. Senator Edward J. Markey

JFK Federal Building

15 New Sudbury Street

Boston, MA 02203

**Montague:** The proposed project will remove excessive infiltration/inflow from the Turners Falls sewer collection system, minimize Combined Sewer Overflows and sanitary sewer overflow (SSO) volumes in the Turners Falls sewer collection system. \$2,000,000