

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, November 18, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/86026309890>

Meeting ID: 860 2630 9890 Passcode: 528685 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:00PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Minutes: Selectboard Meeting November 4, 2024
3. 6:02 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. 6:04 **Chelsey Little, CWF Sewer Commissioners**
 - Sewer Bill Abatement Requests: 1st Half FY25 Bills
 - Discuss CWF Operations Building water bill for \$105,883
 - Review capital request: break room/meeting room conversions totaling approximately \$48,500
 - Monthly Permit Summary for October 2024
5. 6:25 **Personnel Board**
 - Promote Anthony Montivirdi, CWF Laborer/Operator Grade B Step 5 \$21.91/hour, to CWF Wastewater Technician Grade D Step 2 \$23.87/hour effective 11/18/2024
6. 6:30 **FY2022.FY2023 CDBG Program Updates Public Hearing**
 - Includes 7 units of Housing Rehabilitation, Hillcrest Neighborhood Park Construction Project, 5 Social Service Agency Programs and the Avenue A Streetscape Design – Phase IV
7. 6:50 **Brian McHugh, FCRHRA Director**
 - Sign contracts with Social Service Agencies for FY24 Grant
8. 7:00 **Eileen Seymour, Treasurer/Collector**
 - Disclosure under G.L. c 268A S 20(b) as municipal employee who intends to also serve as the Treasurer of the Turners Falls Fire District
9. 7:05 **Suzanne LoManto, RiverCulture**
 - Use of Public Property: Spinner Park and sidewalks for It's a Wonderful Night in Turners Falls, Friday, December 13, 2024 from 6-8pm
 - Use of Public Property: Santa Parade (via firetruck) co-sponsored by the Montague Center Fire Department Association, Saturday, December 21, 2024 from 1:00 to 4:00pm

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10. 7:10

Seth Rutherford, CEO, 253 Organic LLC

- Request consideration to submit an HCA Waiver or Model Host Community Agreement based on the fourth adverse determination received this year from the Cannabis Control Commission

11. 7:20

Assistant Town Administrator's Business

- Request for authorization of \$2,884.54 from Community Development Discretionary funds for Millers Falls Library renovation project
- Authorize contract of services with PowerOptions, Inc. for decarbonization planning services at nine (9) municipally-owned buildings. Contract value is \$27,000 to be funded by Energy Efficiency and Conservation Block Grant from Massachusetts Department of Energy Resources
- Authorize Chair to sign FY24 Green Communities Annual Report
- Other Project Updates

12. 7:35

Town Administrator's Business

- Sewer Connection Permit Request from Z and K Estate, 221 Millers Falls Road, Turners Falls, MA
- Execute agreement with State for Sealer of Weights and Measures Services, \$6022.00
- Execute Springfield Municipal Recycling Facility contract extension FY26-30
- Authorize lessee Community Action Head Start to install a playground shade structure on municipal property at 34 Central Street
- Student transportation to Smith Vocational High School
- Topics not anticipated in the 48 hour posting

Next Meeting:

- Selectboard, Monday, November 25, 2024 at 6:00 PM via ZOOM.

Sewer Abatements FY2025 Second Half Billing Period. (\$18.00/100gallon)

#	Location	Reason for Request	Superintendent Recommendation	Updated Info (for Treasurer)	Notes
1	15 Ave C Turners Falls	Resident not living at address/using water	ABATE \$150	USE 0 FOR 2ND HALF BILL	Usage Billed: 0
2	35 Davis St Turners Falls	Running Toilet, Inflated Winter Reading	DO NOT ABATE	USE 7,000 FOR 2ND HALF BILL	Usage Billed: 22,000 3 year average adjustment
3	16 Sherman Dr Turners Falls	Running Toilet, Inflated Winter Reading	DO NOT ABATE	USE 28,000 FOR 2ND HALF BILL	Usage Billed: 51,000 3 year average adjustment
4	274 A-B-C Montague City Rd Turners Falls	Running Toilet, Inflated Winter Reading	DO NOT ABATE	USE 45,000 FOR 2ND HALF BILL	Usage Billed: 177,000 3 year average adjustment
5	76 Oakman St Turners Falls	Only 2 people occupying residence, brand new plumbing in entire home	DO NOT ABATE	N/A	Usage Billed: 26,000 Unfounded, no abnormal readings as compared to 3 yr average (usage was 38,000 FY24)
6	21 Center St Montague	Higher than normal usage due to 8 people using water for 8 days at Christmas time	DO NOT ABATE	USE 25,000 FOR 2ND HALF BILL	Usage Billed: 44,000 3 year average adjustment
7	52 J St Turners Falls	Previous owner excessive use	ABATE \$1,908	USE 21,000 FOR 2ND HALF BILL	Usage Billed: 127,000 3 year average adjustment
8	3 Park St Turners Falls	Unsure why usage has increased so much	DO NOT ABATE	USE 67,000 FOR 2ND HALF BILL	Usage Billed: 103,000 Unfounded, 3 year average adjustment
9	8 13th St Turners Falls	Previous owner excessive use, replaced leaking toilet	DO NOT ABATE	N/A	Usage Billed: 42,000 Unfounded, 3yr average is 69,000, 42,000 reflects less usage
10	11 Union St Montague	Boiler actively leaking onto dirt basement floor, repaired	ABATE \$156	USE 5,000 FOR 2ND HALF BILL	Usage Billed: 17,000 3 year average adjustment
11	32 Hatchery Rd Montague	Water Dept changed the meter 10/1/2024	DO NOT ABATE	N/A	Usage Billed: 19,000 Unfounded, does not apply to this bill/usage from meter read 4/1/2024
12	7 G St Turners Falls	Home burned down Feb 2024	ABATE \$1,116.00	USE 0 FOR 2ND HALF BILL	Usage Billed: 62,000
13	150 3rd St Turners Falls	Running Toilet, Running water for a couple months, Inflated Winter Reading	DO NOT ABATE	USE 47,000 FOR 2ND HALF BILL	Usage Billed: 381,000 3 year average adjustment
14	180 Industrial Blvd Turners Falls	Agricultural Industrial User, moved to CWF industrial billing	ABATE \$8,908.28	REMOVE FROM RESIDENTIAL BILLING	Usage Billed: 622,000 20% flow discharges to sewer =124,400 Industrial rate \$18.39
15	16 W Main St Millers Falls	Running Toilet, Inflated Winter Reading	DO NOT ABATE	USE 21,000 FOR 2ND HALF BILL	Usage Billed: 87,000 3 year average adjustment
16	3 Greenfield Rd Turners Falls	Water Dept Abatement 9,000 gallons	ABATE \$162.00	USE 20,000 FOR 2ND HALF BILL	Usage Billed: 29,000 Water Dept adjustment

Turners Falls Water Department
226 Millers Falls Road
Turners Falls, MA 01376-1605
(413) 863-4542

MONTAGUE CLEAN WATER FACILITY
34 GREENFIELD ROAD
MONTAGUE, MA 01351-9522

Invoice #: 158235

Bill Date: 11/01/24

Property Address: OPERATION BUILDING
WTR1 6

Account #: 001129 001257

Water Usage For 04/01/24 - 10/01/24
Present Reading: 20861000
Previous Reading: 0
Gallons Used: 20861000

Previous Balance: 0.00

Amount 105,641.09
Meter Charge 97.00
BACKFLOW TES 145.00
Total Due 105,883.09

Due Date 12/01/24

Pay Online at www.turnersfallswater.com

RECEIVED

661-5-440-

NOV 07 2024

SEND ALL PAYMENTS TO:
TURNERS FALLS WATER DEPT
226 MILLERS FALLS RD
TURNERS FALLS, MA 01376-1605

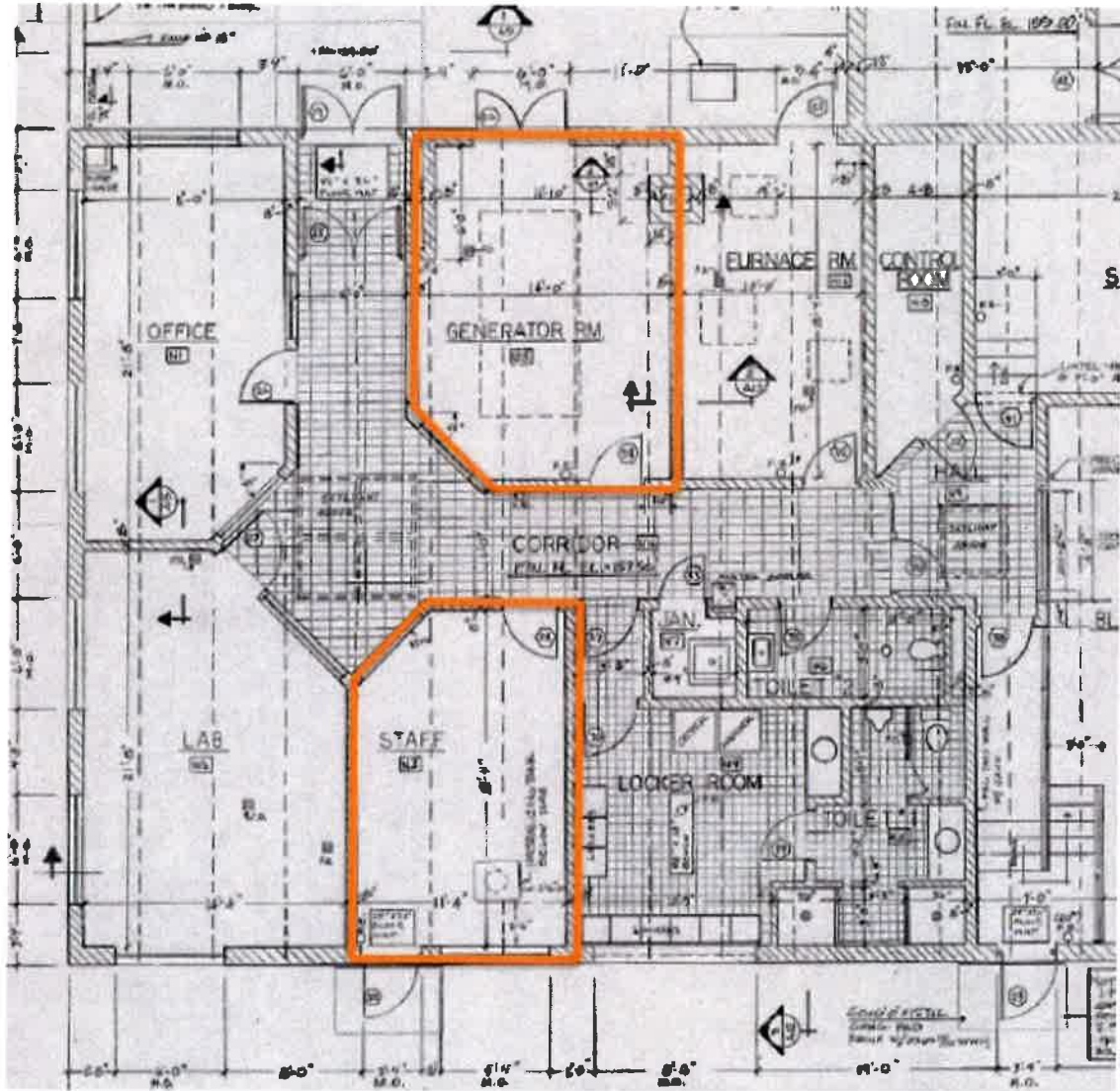
Return this portion with payment

MONTAGUE CLEAN WATER FACILITY
34 GREENFIELD ROAD
MONTAGUE, MA 01351-9522

Due Date: 12/01/24

Total Due: 105,883.09
Property Address: OPERATION BUILDING
Account #: 001129 001257

Turners Falls Water Department
226 Millers Falls Rd
Turners Falls, MA 01376-1605



Montague Permitted Discharge Summary October 2024

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.619
BOD mg/L	30 mg/L (Average Monthly Max)	15.1
BOD % Removal	>/= 85.0% (Average Monthly)	91.7%
TSS mg/L	30 mg/L (Average Monthly Max)	19.4
TSS % Removal	>/= 85.0% (Average Monthly)	95.3%
pH Low	6.0 SU (Daily)	7.17
pH High	8.3 SU (Daily)	7.8
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	95.9
<i>E. coli</i> (Rolling)	126.0 MPN (Geomean Average)	12.8
Total Chlorine	1.0 mg/L (Daily Max)	0.89
Total Nitrogen	153 lbs/day (Average Monthly Max)	32

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

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

*Note: Summary subject to change pending final data review and submittal to EPA/DEP

Town of Montague Personnel Status Change Notice

Authorized Signature: _____ Employee # 2060

General Information:

Full name of employee: Anthony Montivirdi _____		Department: <u>CWF</u>
Title: <u>Laborer/Operator</u>	Effective date of change: <u>11/18/2024</u>	

New Hire:

Permanent: <u> </u> Y <u> </u> N	If temporary, estimated length of service: _____
Hours per Week: _____	Union: _____
Pay: Grade _____ Step _____	Wage Rate: _____ (annual/daily/hourly)
Board Authorizing: _____	Date of Meeting: _____

Grade/Step/COLA Change:

Union: <u> </u> UE <u> </u>
Old Pay: Grade <u>B</u> Step <u>5</u> Wage Rate: <u>\$21.91</u> (annual/daily/hourly)
New Pay: Grade <u>D</u> Step <u>2</u> Wage Rate: <u>\$23.87</u> (annual/daily/hourly)
Obtained Wastewater Grade 3M License 10/23/2024

Termination of Employment:

Resignation: _____	Layoff: _____	Involuntary Termination: _____
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Other:

_____ Unpaid Leave of Absence	Termination Date: _____
_____ Unpaid Sick Leave	Termination Date: _____
_____ Other/Specify: _____	Termination Date: _____

Copies to:

_____ Employee	_____ Department	_____ Board of Selectmen
_____ Treasurer	_____ Accountant	_____ Retirement Board

LEGAL NOTICE
FY2022.2023 CDBG Program Updates
PUBLIC HEARING
Town of Montague

The Town of Montague will hold a public hearing on Monday, November 18, 2024, 6:30 p.m. via ZOOM during the Montague Selectboard Meeting. Please check the Town's website (<https://montague-ma.gov/g/46/Selectboard>) for a link to log in. The purpose of this meeting is to update the public on the status of the Town's FY 2022.2023 Massachusetts Community Development Block Grant (CDBG) programs. Grant programs being administered by the Franklin County Regional Housing and Redevelopment Authority (HRA) on behalf of the Town of Montague include 7 units of Housing Rehabilitation, Hillcrest Neighborhood Park Construction Project, 5 Social Service Agency Programs, and the Avenue A Streetscape Design - Phase IV.

The town of Montague encourages residents to attend the meeting where any person or organization wishing to be heard will be afforded the opportunity. A representative from the HRA will be on hand to discuss program activity and answer questions.

The Town will make reasonable accommodations for any member of the community with accessibility or language needs with seven days prior written notice to the Selectboard's office. Accommodations will be made for handicapped and non-English speaking residents. Additionally, interpreters will be available as necessary (with advanced notice) to accommodate hearing impaired and non-English speaking residents.

If residents are unable to be present at the Public Hearing written comments can be made to Walter Ramsey, Town Administrator, Montague Town Hall, 1 Avenue A, Turners Falls, MA 01376

The Town of Montague is an equal opportunity provider.

Selectboard
Town of Montague

November 2, 2024

4440250

AGENDA

PUBLIC HEARING FY2022.23 CDBG Program Updates

Monday, November 18, 2024 6:30 p.m.

OPEN MEETING

READ LEGAL NOTICE

The purpose of this meeting is to update the public on the status of the Town's FY 2022.2023 Massachusetts Community Development Block Grant (CDBG) programs. Grant Programs being administered by the Franklin County Regional Housing and Redevelopment Authority (HRA) on behalf of the Town of Montague include:

- 7 units of Housing Rehabilitation
- Hillcrest Neighborhood Park Construction Project
- 5 Social Service Agency Programs
- Avenue A Streetscape Design – Phase IV.

UPDATE OF FY 2022.2023 CDBG PROGRAMS (Estimated Program Completion: June 30, 2025)

Grant Awarded = \$1,325,682 Plus Program Income \$44,386.00 = \$1,370,068.00

Housing Rehabilitation – \$350,000

7 Units of Housing Rehab – 3 complete, 1 in work write up, additional applications under review.

Hillcrest Neighborhood Park Design Project- \$486,717 Grant PLUS \$44,386 Program Income: COMPLETE

\$21,400.00 Berkshire Design Group (Bidding and Construction Administration)

\$221,167.00 Site Specifics Playground Equipment

\$228,338.00 Clayton D. Davenport Trucking, Inc.

Project included renovation and construction of playground on town-owned land on Griswold Street.

Social Services – \$100,000/ \$20,000 awarded to 5 agency programs.

All programs are complete as of 09/30/24

- Montague Catholic Social Ministries – “Families Learning Together” -
 - The activity provided an early childhood literacy education program for immigrant families.
- LifePath Inc. - Home Delivered Meals and Wellness Checks to elders
- LifePath, Inc. – Elder Self-Sufficiency Program to offer older residents assistance re: housing, health, comfort, access to health care, and financial stability
- The Brick House - Youth Opportunities for Leadership and Momentum Arts Program
- Wildflower Alliance (formerly known as Western Massachusetts Training Consortium) Direct outreach and peer support; Alternatives to Suicide Mutual Support Group; Arts and Wellness Group

Avenue A Streetscape Phase IV Design Project: \$70,800.00

Project will result in the preparation of bid ready plans and specifications for three sections of Avenue A Streetscape. Design proposal and a presentation was held at the Community Input Session on Tuesday, October 15, 2024, at the Great Falls Discovery Center. The project is 52% complete.

AGREEMENT

BY AND BETWEEN

TOWN/CITY OF MONTAGUE

AND

THE HEARTWING CENTER (fka MONTAGUE CATHOLIC SOCIAL MINISTRIES)

THIS AGREEMENT, was made as of the 1st day of October, 2024 by and between the Town of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and THE HEARTWING CENTER (hereinafter referred to as the SUB-GRANTEE). WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of M O N T A G U E has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of Families Learning Together Strong Program, pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG 2024 Grant Program objectives.

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

1. **ENGAGEMENT OF SUB-GRANTEE:** The MUNICIPALITY hereby engages the SUB-GRANTEE to perform the services set forth herein and the SUB-GRANTEE hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The SUB-GRANTEE shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of Montague, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.
3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the SUB-GRANTEE insofar as possible for the purpose of efficiency and furnishing the SUB-GRANTEE with information needed to satisfactorily complete the services.

3.1 The MUNICIPALITY shall designate a project representative authorized to work with the SUB-GRANTEE with respect to the project. The MUNICIPALITY'S representative is Walter Ramsey, Town Administrator. TELEPHONE 413-863-3200 x 110.

4.1 REPORTING: The SUB-GRANTEE will submit written reports to the MUNICIPALITY's Grant Administrator, Franklin County Regional Housing and Redevelopment Authority, on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

REPORT: Quarterly Report

DATE DUE; Seven Days following the end of each quarter

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

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

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

6. TIME OF PERFORMANCE: The services of the SUB-GRANTEE are to commence on or about October 1, 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 September 30, 2025.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the SUB-GRANTEE a total fee in amount not to exceed **TWENTY-FIVE THOUSAND Dollars AND 00/100 (\$25,000)**, with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B. Payment of invoices will be tied to progress towards meeting the grant milestones and to SUB-GRANTEE's satisfactory compliance with the terms of this Contract, as determined by the MUNICIPALITY, as CDBG is a performance-based program. By submission of an invoice, the SUB-GRANTEE represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The SUB-GRANTEE shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The SUB-GRANTEE

shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

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

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

8.2 ACCESS TO RECORDS: The SUB-GRANTEE shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by EOHLA, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the SUB-GRANTEE 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 SUB-GRANTEE. In case of termination, all finished and unfinished documents and records of the SUB-GRANTEE relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

8.5 NON-DISCRIMINATION: The SUB-GRANTEE shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive 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 SUB-GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. The SUB-GRANTEE shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender identity, sexual

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

8.6 **PROCUREMENT STANDARDS:** The SUB-GRANTEE shall adhere to the requirements set forth in Mass. CDBG regulations and the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is 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 SUB-GRANTEE shall maintain records sufficient to detail the process for procurement.

8.7 **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts 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 SUB-GRANTEE shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 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 SUB-GRANTEE shall adhere to the provisions of State Executive Orders 215 and 526.

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

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

8.12 **DOMESTIC PREFERENCES FOR PROCUREMENTS:** Pursuant to 2 CFR § 200.322, the SUB-GRANTEE should, to the greatest extent practicable under this Agreement and as appropriate and to the

extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The SUB-GRANTEE shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.

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

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

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

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

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

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

The SUB-GRANTEE understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the SUB-GRANTEE acts as a holder of personal data and the SUB-GRANTEE certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c.

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

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

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

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

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

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

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

18. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors, including both the MUNICIPALITY and the SUB-GRANTEE, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it

will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The SUB-GRANTEE shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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

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

Certificate of Tax Compliance	
Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.	
Contractor: By: _____	10/14/24
(Heather Wood, Executive Director)	(date)

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

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

Approvals and Signatures

By: TOWN/CITY OF MONTAGUE	By: SUB-GRANTEE
Authorized Signatory	Heather Wood, Executive Director
Date	10/14/24
<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
SUB-GRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which THE HEARTWING CENTER, (the SUB-GRANTEE) will perform as administering agent for the Town of Montague's FY 2024 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT) ***FAMILIES LEARNING TOGETHER STRONG PROGRAM***. The SUB-GRANTEE will provide all administrative and program services necessary to implement the 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 SUB-GRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the program activity.
3. Prepare and submit all required quarterly reports to the Town's 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 2024 MONTAGUE Community Development Fund application, '**FAMILIES LEARNING TOGETHER STRONG PROGRAM.**'

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

THE HEARTWING CENTER
41-43 Third Street & 78 Avenue A
P. O. Box 792
Turners Falls, MA 01376

GRANT ADMINISTRATION CONTACT:

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

ATTACHMENT B
METHOD AND COMPENSATION SCHEDULE

The TOWN will pay **THE HEARTWING CENTER, (SUB-GRANTEE)** TWENTY- FIVE THOUSAND DOLLARS (\$25,000) for implementation of the **FAMILIES LEARNING TOGETHER STRONG PROGRAM** (“the Program) of the FY2024 Town of Montague Community Development Fund Grant Program for the period October 1, 2024, through September 30, 2025.

The SUB-GRANTEE may invoice quarterly for the quarters ending 12/31/24, 03/31/25, 06/30/25 and 09/30/25. Invoices shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, reporting on participant documentation must also be submitted.

SUB-GRANTEE Fee and Program Schedule: = \$25,000

PROJECT BUDGET FORM						
Program Name:		Families Learning Together STRONG Program (the “Program”)				
Program Period:		_12_ months				
PERSONNEL Position:	Hourly Rate	Hours Per Week	# Weeks	Total Program Cost	CDBG Cost	Non- CDBG Cost
Program Coordinator/teacher	25	17.5	44	\$19,250.00	\$18,000	\$ -
Assistant Teacher	21	8	44	\$7,329.00	\$5,500	
Executive Director/Supervisor	35	2	50	\$ 3,080.00		\$ 2,213.63
TOTAL SALARY				\$ 29,659.00	\$23,500	\$ 6,159.00
Taxes				\$ 1,126.00	\$ 500.00	\$ 626.00
Fringe				\$ 415.00		\$ 415.00
TOTAL PERSONNEL				\$ 31,200.00	\$ 24,000.00	\$ 7,200.00
ADMINISTRATIVE COSTS						
Rent, utilities, security				1,200	0	1,200
Supplies and Materials				250	250	0
Accounting				672	400	272
Reproduction/printing				500	350	150
TOTAL ADMINISTRATIVE				\$ 2,622.00	\$ 1,000.00	\$ 1,622.00
TOTAL PROGRAM COSTS				\$ 33,822.00	\$ 25,000.00	\$ 8,822.00

AGREEMENT
BY AND BETWEEN
TOWN/CITY OF MONTAGUE
AND
WESTERN MASSACHUSETTS TRAINING CONSORTIUM

THIS AGREEMENT, was made as of the 1st day of October, 2024 by and between the Town of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and WESTERN MASSACHUSETTS TRAINING CONSORTIUM hereinafter referred to as the SUB-

GRANTEE). WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of M O N T A G U E 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 Recovery Counseling and Support 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 2024 Grant Program objectives.

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

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

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

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

3.1 The MUNICIPALITY shall designate a project representative authorized to work with the SUB-GRANTEE with respect to the project. The MUNICIPALITY'S representative is Walter Ramsey, Town Administrator. TELEPHONE 413-863-3200 x 110.

4.1 REPORTING: The SUB-GRANTEE will submit written reports to the MUNICIPALITY's Grant Administrator, Franklin County Regional Housing and Redevelopment Authority, on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

REPORT: Quarterly Report

DATE DUE; Seven Days following the end of each quarter

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

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

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

6. TIME OF PERFORMANCE: The services of the SUB-GRANTEE are to commence on or about October 1, 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 September 30, 2025.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the SUB-GRANTEE a total fee in amount not to exceed **TWENTY-FIVE THOUSAND Dollars AND 00/100 (\$25,000)**, with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B. Payment of invoices will be tied to progress towards meeting the grant milestones and to SUB-GRANTEE's satisfactory compliance with the terms of this Contract, as determined by the MUNICIPALITY, as CDBG is a performance-based program. By submission of an invoice, the SUB-GRANTEE represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The SUB-GRANTEE shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The SUB-GRANTEE

shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

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

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

8.2 ACCESS TO RECORDS: The SUB-GRANTEE shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by EOHL, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the SUB-GRANTEE 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 SUB-GRANTEE. In case of termination, all finished and unfinished documents and records of the SUB-GRANTEE relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

8.5 NON-DISCRIMINATION: The SUB-GRANTEE shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive 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 SUB-GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. The SUB-GRANTEE shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender identity, sexual

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

8.6 **PROCUREMENT STANDARDS:** The SUB-GRANTEE shall adhere to the requirements set forth in Mass. CDBG regulations and the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is 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 SUB-GRANTEE shall maintain records sufficient to detail the process for procurement.

8.7 **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts 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 SUB-GRANTEE shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 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 SUB-GRANTEE shall adhere to the provisions of State Executive Orders 215 and 526.

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

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

8.12 **DOMESTIC PREFERENCES FOR PROCUREMENTS:** Pursuant to 2 CFR § 200.322, the SUB-GRANTEE should, to the greatest extent practicable under this Agreement and as appropriate and to the

extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The SUB-GRANTEE shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.

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

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

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

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

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

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

The SUB-GRANTEE understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the SUB-GRANTEE acts as a holder of personal data and the SUB-GRANTEE certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c.

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

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

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

18. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors, including both the MUNICIPALITY and the SUB-GRANTEE, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it

will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The SUB-GRANTEE shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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

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

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

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

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

Approvals and Signatures

By: TOWN/CITY OF MONTAGUE	By: SUB-GRANTEE
Authorized Signatory	Date
Kristel Applebee, Executive Director	10-29-24
Certification as to Availability of Funds:	Approval of Contract as to Form:
Town/City Accountant	Town Counsel/City Solicitor
Date	Date
Approval of Contract as to Appropriate Procurement Method	
Town/City Procurement Officer	Date

ATTACHMENT A
SUB-GRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which WESTERN MASSACHUSETTS TRAINING CONSORTIUM, (the SUB-GRANTEE) will perform as administering agent for the Town of Montague's FY 2024 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT) ***WILDFLOWER ALLIANCE MONTAGUE RECOVERY COUNSELING AND SUPPORT PROGRAM.*** The SUB-GRANTEE 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 SUB-GRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the program activity.
3. Prepare and submit all required quarterly reports to the Town's 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 2024 MONTAGUE Community Development Fund application, '***WILDFLOWER ALLIANCE MONTAGUE RECOVERY COUNSELING AND SUPPORT PROGRAM.***'

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

WESTERN MASSACHUSETTS
TRAINING CONSORTIUM
187 High Street, Suite #202
Holyoke, MA 01040

GRANT ADMINISTRATION CONTACT:

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

ATTACHMENT B
METHOD AND COMPENSATION SCHEDULE

The TOWN will pay WESTERN MASSACHUSETTS TRAINING CONSORTIUM (SUB-GRANTEE) TWENTY- FIVE THOUSAND DOLLARS (\$25,000) for implementation of the WILDFLOWER ALLIANCE MONTAGUE RECOVERY COUNSELING AND SUPPORT PROGRAM (“the Program) of the FY2024 Town of Montague Community Development Fund grant Program for the period October 1, 2024, through September 30, 2025.

The SUB-GRANTEE may invoice quarterly for the quarters ending 12/31/24, 03/31/25, 06/30/25 and 09/30/25. Invoices shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, reporting on participant documentation must also be submitted.

SUB-GRANTEE Fee and Program Schedule: = \$25,000

	Budget	CDBG Request	Other Sources	Other Source Name	Funding Status
Personnel*	30775	21719 **	9056	Dept of Mental Health	Committed
Rent/Utilities	4008	2877	1131	Dept of Mental Health	Committed
Supp & Mat	1718	404	1314	Dept of Mental Health	Committed
Other/Misc	2863	0	2863	Dept of Mental Health	Committed
	39364	25000	14364		

*Additional funds will be used to expand 1:1 supports to include emotional support, connection to other resources, etc.

**

	TOTAL	CDBG	OTHER
Coordinator	13823	11283	2540
Advocates	12480	7280	5200

AGREEMENT

BY AND BETWEEN

TOWN/CITY OF MONTAGUE

AND

LIFEPATH, INC.

THIS AGREEMENT, was made as of the 1st day of October, 2024 by and between the Town of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and LIFEPATH, INC. hereinafter referred to as the SUB-GRANTEE). WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of M O N T A G U E 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, Montague ELDER SELF-SUFFICIENCY 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 2024 Grant Program objectives.

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

1. **ENGAGEMENT OF SUB-GRANTEE:** The MUNICIPALITY hereby engages the SUB-GRANTEE to perform the services set forth herein and the SUB-GRANTEE hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The SUB-GRANTEE shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of Montague, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.
3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the SUB-GRANTEE insofar as possible for the purpose of efficiency and furnishing the SUB-GRANTEE with information needed to satisfactorily complete the services.
 - 3.1 The MUNICIPALITY shall designate a project representative authorized to work with the SUB-GRANTEE with respect to the project. The MUNICIPALITY'S representative is Walter Ramsey, Town Administrator. TELEPHONE 413-863-3200 x 110.

4.1 REPORTING: The SUB-GRANTEE will submit written reports to the MUNICIPALITY's Grant Administrator, Franklin County Regional Housing and Redevelopment Authority, on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

REPORT: Quarterly Report

DATE DUE; Seven Days following the end of each quarter

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

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

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

6. TIME OF PERFORMANCE: The services of the SUB-GRANTEE are to commence on or about October 1, 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 September 30, 2025.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the SUB-GRANTEE a total fee in amount not to exceed **TWENTY-TWO THOUSAND ONE HUNDRED SEVENTY- SIX Dollars AND 00/100 (\$22,176.00)**, with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B. Payment of invoices will be tied to progress towards meeting the grant milestones and to SUB-GRANTEE's satisfactory compliance with the terms of this Contract, as determined by the MUNICIPALITY, as CDBG is a performance-based program. By submission of an invoice, the SUB-GRANTEE represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The SUB-GRANTEE shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The SUB-GRANTEE

shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

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

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

8.2 ACCESS TO RECORDS: The SUB-GRANTEE shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by 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 SUB-GRANTEE 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 SUB-GRANTEE. In case of termination, all finished and unfinished documents and records of the SUB-GRANTEE relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

8.5 NON-DISCRIMINATION: The SUB-GRANTEE shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive 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 SUB-GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. The SUB-GRANTEE shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender identity, sexual

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

8.6 **PROCUREMENT STANDARDS:** The SUB-GRANTEE shall adhere to the requirements set forth in Mass. CDBG regulations and the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is 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 SUB-GRANTEE shall maintain records sufficient to detail the process for procurement.

8.7 **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts 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 SUB-GRANTEE shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 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 SUB-GRANTEE shall adhere to the provisions of State Executive Orders 215 and 526.

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

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

8.12 **DOMESTIC PREFERENCES FOR PROCUREMENTS:** Pursuant to 2 CFR § 200.322, the SUB-GRANTEE should, to the greatest extent practicable under this Agreement and as appropriate and to the

extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The SUB-GRANTEE shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.

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

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

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

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

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

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

The SUB-GRANTEE understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the SUB-GRANTEE acts as a holder of personal data and the SUB-GRANTEE certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c.

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

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

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

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

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

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

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

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will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The SUB-GRANTEE shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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

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

Certificate of Tax Compliance	
Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.	
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 SUB-GRANTEE have executed this AGREEMENT under seal in triplicate as of the date above written.

Approvals and Signatures

By: TOWN/CITY OF MONTAGUE :	By: SUB-GRANTEE
Authorized Signatory _____ Date _____	Gary Yuhas, 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
SUB-GRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which LifePath, Inc., (the SUB-GRANTEE) will perform as administering agent for the Town of Montague's FY 2024 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT) ***MONTAGUE ELDER SELF-SUFFICIENCY PROGRAM***. The SUB-GRANTEE will provide all administrative and program services necessary to implement the 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 SUB-GRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the program activity.
3. Prepare and submit all required quarterly reports to the Town's 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 2024 MONTAGUE Community Development Fund application, '***MONTAGUE ELDER SELF-SUFFICIENCY PROGRAM.***'

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

LifePath, Inc.
101 Munson Street, Suite 201
Greenfield, MA 01302

GRANT ADMINISTRATION CONTACT:

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

ATTACHMENT B
METHOD AND COMPENSATION SCHEDULE

The TOWN will pay LIFE PATH, INC., (SUB-GRANTEE) TWENTY-TWO THOUSAND ONE HUNDRED SEVENTY SIX DOLLARS (\$22,176.00) for implementation of the MONTAGUE ELDER SELF-SUFFICIENCY PROGRAM (“the Program) of the FY2024 Town of Montague Community Development Fund grant Program for the period October 1, 2024, through September 30, 2025.

The SUB-GRANTEE may invoice quarterly for the quarters ending 12/31/24, 03/31/25, 06/30/25 and 09/30/25. Invoices shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, reporting on participant documentation must also be submitted.

SUB-GRANTEE Fee and Program Schedule: = \$22,176.00

Funding Source	Type	Category	Amount
FY24	Initial Funding	Personnel	\$17,511.55
FY24	Initial Funding	Office Supplies and Operations	\$594.89
FY24	Initial Funding	Supplies and Materials	\$200.15
FY24	Initial Funding	Travel	\$139.95
FY24	Initial Funding	Professionals/Staff Training	\$187.75
FY24	Initial Funding	Other/Miscellaneous	\$3,541.72
		Escrowed Deposited Amount	\$22,176.01

AGREEMENT

BY AND BETWEEN

TOWN/CITY OF MONTAGUE

AND

LIFEPATH, INC.

THIS AGREEMENT, was made as of the 1st day of October, 2024 by and between the Town of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and LIFEPATH, INC. hereinafter referred to as the SUB-GRANTEE). WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of M O N T A G U E 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, Montague Home Delivered Meals Program, pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG 2024 Grant Program objectives.

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

1. **ENGAGEMENT OF SUB-GRANTEE:** The MUNICIPALITY hereby engages the SUB-GRANTEE to perform the services set forth herein and the SUB-GRANTEE hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The SUB-GRANTEE shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of Montague, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.
3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the SUB-GRANTEE insofar as possible for the purpose of efficiency and furnishing the SUB-GRANTEE with information needed to satisfactorily complete the services.
 - 3.1 The MUNICIPALITY shall designate a project representative authorized to work with the SUB-GRANTEE with respect to the project. The MUNICIPALITY'S representative is Walter Ramsey, Town Administrator. TELEPHONE 413-863-3200 x 110.

4.1 REPORTING: The SUB-GRANTEE will submit written reports to the MUNICIPALITY's Grant Administrator, Franklin County Regional Housing and Redevelopment Authority, on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

REPORT: Quarterly Report

DATE DUE; Seven Days following the end of each quarter

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

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

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

6. TIME OF PERFORMANCE: The services of the SUB-GRANTEE are to commence on or about October 1, 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 September 30, 2025.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the SUB-GRANTEE a total fee in amount not to exceed **TWENTY-FIVE THOUSAND Dollars AND 00/100 (\$25,000)**, with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B. Payment of invoices will be tied to progress towards meeting the grant milestones and to SUB-GRANTEE's satisfactory compliance with the terms of this Contract, as determined by the MUNICIPALITY, as CDBG is a performance-based program. By submission of an invoice, the SUB-GRANTEE represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The SUB-GRANTEE shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards,

authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The SUB-GRANTEE shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

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

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

8.2 ACCESS TO RECORDS: The SUB-GRANTEE shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by EOHLA, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the SUB-GRANTEE 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 SUB-GRANTEE. In case of termination, all finished and unfinished documents and records of the SUB-GRANTEE relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

8.5 NON-DISCRIMINATION: The SUB-GRANTEE shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive 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 SUB-GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. The SUB-GRANTEE shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender identity, sexual

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

8.6 PROCUREMENT STANDARDS: The SUB-GRANTEE shall adhere to the requirements set forth in Mass. CDBG regulations and the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is 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 SUB-GRANTEE shall maintain records sufficient to detail the process for procurement.

8.7 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts 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 SUB-GRANTEE shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 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 SUB-GRANTEE shall adhere to the provisions of State Executive Orders 215 and 526.

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

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

8.12 DOMESTIC PREFERENCES FOR PROCUREMENTS: Pursuant to 2 CFR § 200.322, the SUB-GRANTEE should, to the greatest extent practicable under this Agreement and as appropriate and to the

extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The SUB-GRANTEE shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.

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

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

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

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

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

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

The SUB-GRANTEE understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the SUB-GRANTEE acts as a holder of personal data and the SUB-GRANTEE certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c.

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

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

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

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

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

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

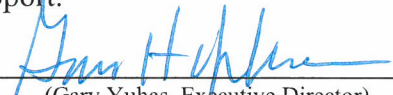
17. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter "SAM"), in accordance with the United States Office of Management and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

18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the SUB-GRANTEE, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it

will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The SUB-GRANTEE shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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

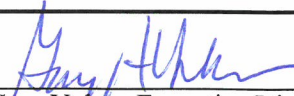
20. CERTIFICATE OF TAX COMPLIANCE: The following Certificate of Tax Compliance must be completed and submitted as part of this Agreement:

Certificate of Tax Compliance	
Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.	
Contractor: By: <u></u>	<u>9/26/24</u>
(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 SUB-GRANTEE have executed this AGREEMENT under seal in triplicate as of the date above written.

Approvals and Signatures

By: TOWN/CITY OF MONTAGUE :	By: SUB-GRANTEE
	<u></u> <u>9/26/24</u>
Authorized Signatory _____ Date _____	Gary Yuhas, 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
SUB-GRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which LifePath, Inc., (the SUB-GRANTEE) will perform as administering agent for the Town of Montague’s FY 2024 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT) ***MONTAGUE HOME DELIVERED MEALS PROGRAM***. The SUB-GRANTEE will provide all administrative and program services necessary to implement the 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 SUB-GRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the program activity.
3. Prepare and submit all required quarterly reports to the Town’s 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 2024 MONTAGUE Community Development Fund application, ‘**MONTAGUE HOME DELIVERED MEALS PROGRAM.**’

OFFICE LOCATION: The Program office will be located at the SUB-GRANTEE’s central office:

LifePath, Inc.
101 Munson Street, Suite 201
Greenfield, MA 01302

GRANT ADMINISTRATION CONTACT:

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

ATTACHMENT B
METHOD AND COMPENSATION SCHEDULE

The TOWN will pay LIFEPAATH, INC., (SUB-GRANTEE) TWENTY- FIVE THOUSAND DOLLARS (\$25,000) for implementation of the MONTAGUE HOME DELIVERED MEALS PROGRAM (“the Program) of the FY2024 Town of Montague Community Development Fund grant Program for the period October 1, 2024, through September 30, 2025.

The SUB-GRANTEE may invoice quarterly for the quarters ending 12/31/24, 03/31/25, 06/30/25 and 09/30/25. Invoices shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, reporting on participant documentation must also be submitted.

SUB-GRANTEE Fee and Program Schedule: = \$25,000

Funding Source	Type	Category	Amount
FY24	Initial Funding	Personnel	\$2,335.88
FY24	Initial Funding	Rent/Utilities	\$733.49
FY24	Initial Funding	Office Supplies and Operations	\$19,172.08
FY24	Initial Funding	Supplies and Materials	\$126.59
FY24	Initial Funding	Travel	\$86.70
FY24	Initial Funding	Professionals/Staff Training	\$10.82
FY24	Initial Funding	Other/Miscellaneous	\$2,534.44
Escrowed Deposited Amount			\$25,000.00

**DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)**

MUNICIPAL EMPLOYEE INFORMATION	
Name of municipal employee:	Eileen M. Seymour
Title/ Position	Treasurer/Collector
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Town of Montague
Agency Address	1 Avenue A Turners Falls, MA 01376
Office phone:	413-863-3200
Office e-mail:	treasurer@montague-ma.gov
	Check one: <input checked="" type="checkbox"/> Elected or <input type="checkbox"/> Non-elected
Starting date as a municipal employee.	10/31/2016
BOX # 1	ELECTED MUNICIPAL EMPLOYEE
	I am an elected municipal employee .
Select either STATEMENT #1 or STATEMENT #2.	<input type="checkbox"/> STATEMENT #1: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. OR
Write an X beside your financial interest.	<input checked="" type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.
	My financial interest in a municipal contract is:
	<input type="checkbox"/> I have a non-elected, compensated municipal employee position.
	<input checked="" type="checkbox"/> A municipal agency has a contract with me.
	<input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.
	<input type="checkbox"/> I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2	NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE
	I am a non-elected municipal employee .
Select either STATEMENT #1 or STATEMENT #2.	<input type="checkbox"/> STATEMENT #1: I had one of the following financial interests in a contract made by a municipal agency before I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

<p>Write an X beside your financial interest.</p>	<p>My financial interest in a municipal contract is:</p> <p><input type="checkbox"/> A municipal agency has a contract with me, but not an employment contract.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.</p> <p>-- OR --</p> <p><input type="checkbox"/> STATEMENT # 2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a municipal contract is:</p> <p><input type="checkbox"/> I have a non-elected, compensated municipal employee position.</p> <p><input type="checkbox"/> A municipal agency has a contract with me.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.</p> <p><input type="checkbox"/> I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.</p>
<p>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</p>	
<p>Name and address of municipal agency that made the contract</p>	<p>Turners Falls Fire District 226 Millers Falls Rd. Turners Falls, MA 01376</p>
<p>Please put in an X to confirm these facts.</p>	<p>"My Municipal Agency" is the municipal agency that I serve as a municipal employee.</p> <p>The "contracting agency" is the municipal agency that made the contract.</p> <p><input checked="" type="checkbox"/> My Municipal Agency is not the contracting agency.</p> <p><input checked="" type="checkbox"/> My Municipal Agency does not regulate the activities of the contracting agency.</p> <p><input checked="" type="checkbox"/> In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency.</p> <p><input type="checkbox"/> The contract was made after public notice or through competitive bidding.</p>
<p>FILL IN THIS BOX OR THE BOX BELOW</p>	<p>ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.</p> <p>- Please explain what the contract is for.</p>
<p>FILL IN THIS BOX OR THE BOX ABOVE</p>	<p>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.</p> <p>- Please identify the person or entity that has the contract with the municipal agency.</p> <p>- What is your relationship to the person or entity?</p> <p>- What is the contract for?</p>

What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it.
Date when you acquired a financial interest	
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it.
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	<p>FOR A CONTRACT FOR PERSONAL SERVICES –</p> <p>Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).</p> <p>I will have a contract with a municipal agency to provide personal services.</p> <p><input checked="" type="checkbox"/> The services will be provided outside my normal working hours as a municipal employee.</p> <p><input checked="" type="checkbox"/> The services are not required as part of my regular duties as a municipal employee.</p> <p><input checked="" type="checkbox"/> For these services, I will be compensated for not more than 500 hours during a calendar year.</p>
Employee signature:	<i>Aileen M. Seymour</i>
Date:	11/13/2024

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	
Title/ Position	
Municipal Agency:	
Agency Address:	
Office Phone:	
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	

**APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN OR TOWN COUNCIL**

	INFORMATION ABOUT APPROVING BODY
Name:	Richard Kuklewicz
Title/ Position	Selectboard Chair
Agency Address:	1 Avenue A Turners Falls, MA 01376
Office Phone:	413-863-3200
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	November 18, 2024

**Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.**



Board of Selectmen Town of Montague

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

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeomskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Suzanne LoManto

Address of applicant: 1 Avenue A

Phone # of applicant: 413-863-3200

Name of organization: RiverCulture

Name of legally responsible person: T.O.M.

Location of assembly: _____

Date of assembly: _____

Time of assembly: Begin: 12/13/24 End: 12/13/24

Number of expected participants: 6PM - 8PM

If a procession/parade: It's a Wonderful Night in

~~Route:~~ Turners Falls

Number of people expected to participate: 6

Number of vehicles expected to participate: 1

Subject of demonstration: Santa arrives at Spinner Park

Decorations, Magic Mailbox see schedule

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

Signatures: _____

Police Chief: [Signature] Date: 11-5-24

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: 11-18-2024

Comments/Conditions: _____

Suzanne LoManto
Director of RiverCulture
1 Avenue A
Turners Falls, MA 01376

Monday, November 4, 2024

RE: RiverCulture is seeking permission for holiday related activities.

Magic Mailbox at Spinner Park November 21-December 24, 2024.

The mailbox is used by children to leave messages for Santa. The mailbox was constructed with the help of the Montague DPW and will be positioned in a way to not impede pedestrians or interfere with snow removal.

Spinner Park Decorations: As in previous years, RiverCulture would like to decorate the park using lights and available electricity. Lights will be installed (as weather allows) before Thanksgiving and be removed by mid-January.

Friday, December 13, 2024

“It’s a Wonderful Night in Turners Falls”

Permission to use Spinner Park from 6-8pm. Santa arrives via Turners Falls Fire Department at 6:30pm. Live music (tuba and trumpet) will play familiar Christmas carols for about an hour while the kids meet Santa. Musicians will circulate on Avenue A and Third Street.

Saturday, December 21, 2024 from 1-4pm

“Santa Parade co-sponsored by the Montague Center Fire Department”

Ann Fisk from the Montague Center Fire Department Association is the contact person for this event. Santa will arrive via firetruck and greet children in all 5 villages according to the following schedule:

1:30pm: Montague Center Common

2pm: Lake Pleasant, Rutters Park

2:30pm: Millers Falls, across from Carroll’s

3pm: Unity Park

3:30pm: Montague City

3:45pm: Turners Falls Fire Dept.

4pm: Return to Montague Center



Board of Selectmen Town of Montague

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

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Name of applicant: Suzanne Lomanto

Address of applicant: 1 Avenue A

Phone # of applicant: 413-863-3200 ext 115

Name of organization: River Culture / Montague Center Fire

Name of legally responsible person: T.O.M Department

Location of assembly: Montague

Date of assembly: Sat. Dec. 21, 2024

Time of assembly: Begin: 1pm End: 4pm

Number of expected participants: 8

If a procession/parade: 1

Route: Santa Parade via Fire truck

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: Santa arrives at all 5 villages to greet children.

see attached.

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

Signatures:

Police Chief: [Signature] Date: 11-5-24

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: 11-18-2024

Comments/Conditions: _____

Ann FISK: shollow25@comcast.net

Suzanne LoManto
Director of RiverCulture
1 Avenue A
Turners Falls, MA 01376

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4pm: Return to Montague Center



November 4, 2024

Town/City of Montague
 Chief Executive Officer
townclerk@montague-ma.gov

HOST COMMUNITY NOTICE:
HOST COMMUNITY AGREEMENT OR WAIVER DETERMINATION

WHY IS THE HOST COMMUNITY RECEIVING THIS NOTICE?

As part of the application review process, the Commission evaluates the compliance of the Host Community Agreement (“HCA”) or HCA Waiver that was submitted with the laws and regulations of the Commonwealth pursuant to M.G.L. c. 94G § 3 (d)(1)-(5); 935 CMR 500.180; and/or 935 CMR 501.180. The Host Community named above is receiving this notice as it is one of the parties to the HCA or HCA Waiver—the other party to the HCA or HCA Waiver is as follows:

Applicant/Licensee Business Name:	253 Organic, LLC
Application/License Number:	MCR140838 / MC281258
Application/License Type:	Renewal License Application
Applicant/Licensee Email:	srutherford@253organic.com
HCA/HCA Waiver Execution Date:	September 23, 2024

It has been determined that the parties’ HCA or HCA Waiver that was submitted by the applicant/licensee, and is both highlighted and attached to this notice, was found to be noncompliant, or further information is required to make a determination. Please note that the applicant/licensee has received the same information contained within this notice and may have other requirements that need to be addressed notwithstanding noncompliance of the HCA or HCA Waiver.

The noncompliant items or needed information that is required is as follows:

1. The HCA contains a provision that requires an ME/MTC to make additional payments or obligations including, but not limited to, monetary payments, in-kind contributions, providing staffing, advance payments, or charitable contributions by an ME/MTC to a Host Community or any other organization. *935 CMR 500.180(2)(l)(8); 935 CMR 501.180(2)(l)(8)*

Additionally, please address the following:

1



1. In reference to the noncompliance item listed above, please advise whether the indemnification clause of the Host Community Agreement is customarily applied to all non-cannabis businesses in Montague.

WHAT ARE YOUR NEXT STEPS?

The Host Community and the applicant/licensee that are parties to the HCA or HCA Waiver may need to renegotiate or rectify the noncompliant issues identified above. Failure to submit a compliant HCA or compliant HCA Waiver may constitute grounds for denial of a renewal application or result in the application remaining incomplete as it relates to new license applications, changes of ownership requests, or change of location requests.

The parties have the following options to come into compliance on this matter:

- The parties can correct the noncompliant issues and submit an amended HCA or HCA Waiver;
- The parties also have the option to proceed under an HCA Waiver. The HCA Waiver is located on the Commission's website via the following link: [Forms and Templates - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/forms-templates); or
- Additionally, the parties also have the option to proceed under an executed HCA that conforms with the Commission's Model Host Community Agreement, to be relied on in the interim until the parties come to an agreement. The Model Host Community Agreement is located on our website via the following link: [Forms and Templates - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/forms-templates)

The relevant application has been reopened for the applicant/licensee to submit the updated compliant documentation or other requested information. It is responsibility of the applicant/licensee to provide the Commission with all subsequent documentation and information.

For additional assistance, please review the Commission's Guidance on Host Community Agreements, which is located via the following link: [Guidance Documents - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/guidance-documents)

If you should have questions regarding this notice, please contact the Commission by email at licensing@cccmass.com.

Sincerely,

Olivia Koval

Olivia Koval
Director of Licensing



IMPORTANT! This document(s) contains important information that could impact your license application or license. It is critical that you understand the information in this document. Please have it translated immediately.

Spanish:

¡ATENCIÓN! Este documento incluye información importante que podría afectar su licencia o solicitud de licencia. Es fundamental que entienda la información en este documento. Por favor, traducir de inmediato.

Traditional Chinese:

重要信息！ 本文檔包含可能影響您的執照申請或執照的重要信息。您理解本文檔中的信息這一點至關重要。請立即找人翻譯此文件。

Haitian Creole:

ENPÒTAN! Dokiman sa a genyen enfòmasyon enpòtan ladan li ki te ka afekte demann ou pou lisans oswa lisans ou. Li kritik ou konprann enfòmasyon ki nan dokiman sa a. Tanpri fè yon moun tradwi li imedyatman.

Portuguese:

IMPORTANTE! Este(s) documento(s) contém informações importantes que podem afetar seu requerimento de licença ou licença. É fundamental que você compreenda as informações contidas nele(s). Obtenha a tradução imediatamente.

CV Creole:

É IMPORTANT! Es dukumentu(s) ten informasonn importantis ki podi afeta bu pididu di lisensa ou lisensa. É fundamental ki bu kompriendi informasonn nes dukumentu. Pur favor, traduzi imidiatamenti.

Vietnamese:

QUAN TRỌNG! (Các) tài liệu này có chứa thông tin quan trọng có thể ảnh hưởng đến đơn xin cấp giấy phép hoặc giấy phép của quý vị. Điều quan trọng là quý vị phải hiểu thông tin có trong tài liệu này. Hãy dịch nó ngay lập tức.

Yoruba:



Ó ŞE PÀTÀKÌ! Ìfitónilétí pàtàkì wà nínú (àwọn) ìwé yìí tí ó lè ní ipa lóri ibéèrè fún ìwé àşẹ tàbí ìwé àşẹ rẹ. Ó şe kókó kí ifitónilétí inú ìwé yìí yé ọ. Jòwọ tùmò rẹ lójúkan nàà.

French:

"IMPORTANT ! Ce(s) document(s) contient des informations importantes qui pourraient avoir un impact sur votre demande de licence ou votre licence. Il est essentiel que vous compreniez les informations contenues dans ce document. Veuillez le faire traduire immédiatement."

Greek:

ΣΗΜΑΝΤΙΚΟ! Αυτό το έγγραφο περιέχει σημαντικές πληροφορίες που μπορεί να επηρεάσει την αίτηση έκδοσης άδειας ή την ίδια την άδεια. Είναι πολύ σημαντική η κατανόηση των πληροφοριών αυτού του εγγράφου. Παρακαλώ μεταφράστε το άμεσα!

Italian:

IMPORTANTE! Questo(i) documento(i) contiene informazioni importanti che potrebbero influenzare la tua richiesta di candidatura o licenza. È fondamentale che tu comprenda le informazioni contenute in questo document. Si prega di farlo tradurre immediatamente.



Host Community Agreement
Between
Town of Montague, Massachusetts
and
253 ORGANIC, LLC

This Host Community Agreement (“HCA”) is made by and between the Town of Montague, a Massachusetts municipal corporation with an address of One Avenue A, Turners Falls, MA 01376, acting by and through its Selectboard ("Town"), and 253 Organic, LLC, a Massachusetts limited liability company with a principal place of business at 253 Millers Falls Road, Turners Falls, MA 01376¹, ("Operator"). The Town and Operator collectively are referred to as the "Parties."

WHEREAS, the Town and the Operator entered into a Host Community Agreement, dated April 2, 2018 (the “HCA”), to locate a licensed marijuana retail establishment, marijuana cultivation establishment, and marijuana product manufacturer establishment (collectively and individually, the “Facility”) at the property known as 253 Millers Falls Road, Turners Falls, Massachusetts;

WHEREAS, Chapter 180 of the Acts of 2022, “An Act Relative to Equity in the Cannabis Industry” (the “Act”), amends G.L. c. 94G, §3 relative to host community agreements and community impact fees effective November 9, 2022;

WHEREAS, on January 23, 2023, the Town and the Operator executed the “First Amendment to the HCA dated April 2, 2018 in order to gain compliance with the Act;

WHEREAS, the Operator commenced operations at the Facility on September 5, 2019 and wishes to continue operations in the Town;

WHEREAS, the Operator has agreed upon the provisions of a Special Permit with Site Plan Review #2023-04 that was granted by the Montague Planning Board and filed with the Montague Town Clerk on January 25, 2024;

WHEREAS, the Operator shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, and such approvals as may be issued by the Town in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Cannabis Control Commission issued a Host Community Agreement Determination on June 17, 2024 dictating that certain changes were required to the Host Community Agreement between the Town and the Operator dated April 29, 2024, with such required changes being incorporated herein;

¹ Note that Turners Falls is a village within the Town of Montague.

WHEREAS, the Operator and the Town intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of a Marijuana Treatment Center to be co-located with the existing Retail Marijuana Establishment, the existing Marijuana Cultivator, and the existing Marijuana Product Manufacturer; with applicable zoning, laws, bylaws, or ordinances of the Municipality.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Community Impact Fees (CIF)

Intentionally omitted.

3. Generally Occurring Fees

Generally occurring fees are those fees which may customarily be imposed by the Municipality on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include but may not be limited to those fees enumerated in Attachment A: List of Taxes and Generally Occurring Fees. The Company concurs and consents to the stated list of Municipality's expected Generally Occurring Fees provided herein.

The Company acknowledges and agrees that it is responsible for other taxes and fees that may be imposed by the Turners Falls Fire and Water District, including but not necessarily limited to real estate and personal property taxes, user fees, and inspection and other fees.

4. Local Concerns

The Operator agrees and acknowledges that in the event the Town receives complaints with respect to the failure to mitigate conditions at the Facility, the Operator shall meet with the Town's Selectboard or its designee, and shall, at the Selectboard's request, take additional mitigation measures, at the Operator's sole expense, to address the specific nature of the complaints to the Town's reasonable satisfaction including, but not limited to, having its odor prevention mechanisms and technologies reviewed and assessed by an Independent Engineer to address the nature of odor complaints to the best practicable engineering capability.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, with respect to complaints and violations.

5. Local Opportunities

The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.

6. Security

Operator shall coordinate with the Montague Police Department and the Turners Falls Fire District in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Operator will maintain a cooperative relationship with the Montague Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Montague Police Department of any suspicious activities on the site.

7. Duration and Termination

This Agreement shall continue in effect for a term of eight (8) years from the date that the Operator first commenced operations at the Facility unless terminated in accordance with the following provisions.

The Town may terminate this Agreement for cause by providing written notice to the Operator in the event that: (i) Operator with substantial willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Facility, and such violation remains uncured for thirty (30) days following the Town's issuance to the Operator of written notice of such violation; (ii) there is any other material breach of the Agreement by the Operator, which breach remains uncured for thirty (30) days following the Town's issuance to Operator of written notice of such violation; or (iv) the Operator's license is revoked by the Commission.

In the event of termination of this Agreement, the Operator shall immediately cease all operations at the Facility. The Municipality shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Municipality's intention to discontinue relations with reasonable advanced notice.

8. Surety/Closure and Clean-Up

In the event the Operator ceases operations at the Facility for a period greater than sixty (60) days with no substantial action taken to reopen, the Operator shall remove all growing materials, plants, chemicals or hazardous materials, and cannabis paraphernalia from the Facility within one-hundred-twenty (120) days of such cessation. The Parties acknowledge that the failure to remove said materials in their entirety and within the timeframe set forth herein

will cause actual damage to the Town, which damages are difficult or impracticable to calculate.

9. Community Support

The Operator in its sole discretion, may donate funds to local community initiatives in the Town as a good corporate citizen at any time it wishes. Such donations of volunteer time or money shall not be required, however, as obligations to the Town under this Agreement or otherwise.

10. Additional Obligations

Amendments to the terms of this HCA may be made only by written agreement of the Parties.

This Agreement is binding upon the Parties, their successors, assigns, and legal representatives. The Operator shall not assign, or otherwise transfer or delegate its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the Town, which consent shall not be unreasonably withheld. In exercising its discretion, the Town may require that the assignee, transferee or successor entity submit all information deemed relevant to such transaction by the Town and reserves the right to require such additional information as the Town deems necessary.

Events deemed an assignment include, without limitation: (i) Operator's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Operator's takeover or merger by or with any other entity; (iii) the Operator's outright sale of assets and equity, majority stock sale to another organization or entity for which the Operator does not maintain a controlling equity interest; (iv) any other change in majority ownership or status of the Operator; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment that requires approval by the Commission.

11. Notice Requirements

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To TOWN: Town Administrator 1
Avenue A
Turners Falls, MA 01376

With a copy to: Montague Town Counsel KP Law, PC
101 Arch Street 12th Floor
Boston, MA 02110

To OPERATOR: 253 Organic, LLC
Attn: CEO
253 Millers Falls Road
Turners Falls, MA 01376

With a copy to: The Wagner Law Group
c/o Tom Clarke
125 High Street, Olive Street Tower, 5th Floor
Boston, MA 02110

12. Indemnification

Operator shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, and causes of actions arising out of Operator's breach of this Agreement or the gross negligence or misconduct of Operator, or Operator's agents or employees.

13. Severability

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

14. Governing Law

This HCA shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

15. Representation of Authority

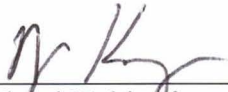
Each party hereto represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Amendment, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Operator is a party or by which the Operator may be bound or affected.

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Amendment on behalf of the Party for which he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 23th day of September, 2024.

**TOWN OF MONTAGUE
SELECTBOARD**

253 ORGANIC, LLC

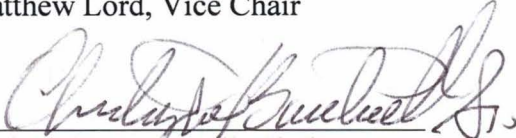


Richard Kuklewicz, Chair



Seth Rutherford, CEO

Matthew Lord, Vice Chair



Christopher Boutwell, Clerk

Attachment A: List of Taxes and Generally Occurring Fees

Real Estate Taxes

Personal Property Taxes

Tax and Sewer Demand Fees

Sewer User Fees, Which May Include Industrial User Surcharges

Community Preservation Act tax (Not Currently Adopted)

Cannabis Retail Sales Excise Tax

Motor Vehicle Excise Tax

Boat Excise Tax

Meals Excise Tax

Multiple fees charged to excise tax if they go to the deputy collector (driven by MGL Chapter 60 Section 15)

Tax Title Fees (again driven by MGL)

Building Permit Fees

Special Permit and ANR Fees

Health Fees (inspections, non-compliance, vendor fees for events with food trucks, etc.)

Alcohol/Common Victualers/Entertainment Licenses or Permits

Municipal Lien Certificate Fees

Returned Check Fees

Assessors' Fees (for non-compliance with providing personal property information)

Accident Report Fees (charged by police for insurance companies)

Transfer Station Disposal Fees

Betterment Fees (None Presently, for Defined Geographies)



253 Organic, LLC dba 253 Farmacy
253 Millers Falls Road
Turners Falls, MA 01376

To the Attention of The Montague Select Board:

We are writing in response to the Host Community Agreement Determination received from the Cannabis Control Commission on November 4th. As you know, this is the fourth adverse determination we have received from them this year. As you also know, we have three options at each juncture to;

- Submit an HCA Waiver
- Submit the Model Host Community Agreement
- Continue with repeated attempts to provide a Compliant HCA

Each time we attempt a resubmission it takes our time, and yours. In addition to our time working with you, it takes additional time at our end to actually resubmit the applications. In addition to that, because we are past our original license expiration date, we have to hire legal counsel to request extensions to our expiration date from the Cannabis Control Commission. And the sad thing is, we have no way of knowing if the next submission will pass or not because it is completely subjective depending on the reviewer.

At this point we would like to respectfully request that the Select Board consider one of the first two options in lieu of continuing the back and forth with the Commission. We appreciate our partnership with the town of Montague and feel that we have proven ourselves to be excellent corporate citizens; it is our hope that any concern surrounding the other alternatives can be dispelled with the knowledge that 253 always does the right thing for our community.

With our sincerest appreciation,

Seth Rutherford
Co-CEO

Christopher Gallant
Co-CEO



Office of the Selectboard
Town of Montague

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

MEMORANDUM

Date: November 12, 2024
To: Selectboard
From: Christopher Nolan-Zeller, Assistant Town Administrator
Re: Millers Falls Library Renovation; Request for funding method adjustment

At the May 7, 2024 Selectboard meeting, the Board authorized funds from the Bid Overrun account to be used toward the cost of the Millers Falls Library Windows and Door Replacement Project. This was needed in order to execute a construction contract with the lowest project bidder (Lively Builders) in the amount of \$16,842.50.

Unfortunately, with the extensive changes in administrative positions which has occurred between May and now, this allocation from the Bid Overrun account was not accounted for when allocations were approved by the Board at later Selectboard meetings, including to fund the 11th Street Bridge repairs overage, and a necessary change order for the Generator Installation project at the Clean Water Facility. Because of these other two projects, there are no longer sufficient funds in the Project Overrun account to cover the final invoice that has been received from Lively Builders.

Fortunately, the difference between the remaining funds in the Town Meeting appropriation for this project and the outstanding invoice is relatively small at \$2,884.54. Because of this, I wish to recommend the Board vote to approve the allocation of this amount from Community Development Discretionary funds, while also voting to rescind the May 7th vote to allocate this sum from the Bid Overrun account.

Community Development Discretionary Account

Transfer Request

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

Authorization to transfer \$ 2,884.54

From: CD Discretionary Unallocated (225-5-184-5200)

To: CD Discretionary Millers Falls Library (225-5-184-5294)

Request Date: November 18, 2024

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$69,110.59

CD Discretionary Millers Falls Library: \$ (2,884.54)

Balances post transfer

CD Discretionary Unallocated: \$66,226.05

CD Discretionary Millers Falls Library: \$2,884.54

TOWN OF MONTAGUE
CONTRACT FOR PROFESSIONAL SERVICES

TOWN OF MONTAGUE, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this 18th day of **November, 2024** by and between the **TOWN of MONTAGUE**, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at One Avenue A, Turners Falls, MA 01376, hereinafter referred to as the "TOWN", and **PowerOptions, Inc.**, a business located principally at 129 South St, 6th Floor, Boston, MA 02111, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for decarbonization planning services at nine (9) municipally-owned buildings, hereinafter "the Services"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and Attachment A: Building Decarbonization Scope of Services. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. If there is any inconsistency between any of the Contract Documents, the terms most favorable to the Town shall govern.
2. **THE WORK.** The Work consists of obtaining and servicing the Services, as more fully described in the Contract Documents as defined above.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from October 21, 2024 and shall expire on December 31, 2025, unless extended at the discretion of the Town up to a maximum of three total years; unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION.**
 - A. The TOWN shall pay the CONTRACTOR **\$27,000** as full compensation for the performance of the work outlined in Section 2 above in accordance with the payment schedule appearing in the CONTRACTOR's Price Proposal, included herein as Attachment A.
 - B. The acceptance by the CONTRACTOR of final payment for services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.

C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.

D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of a complete and satisfactory written Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement. The TOWN is not obligated to purchase the Services, unless it so elects in accordance with the payment schedule referenced in Paragraph 4 above.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
Umbrella or Excess Liability	\$2,000,000 per occurrence (claim) and Aggregate

B. All policies shall identify the TOWN as an additional insured (except Professional Liability and Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR

shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by electronic mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by email, or by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

20. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument. The exchange of counterparts by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall constitute effective execution and delivery of this Agreement by the parties hereto. Signatures of Town and Grantee delivered by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall be deemed to be their original signatures for all purposes.

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

CONTRACTOR: PowerOptions, Inc.

TOWN OF MONTAGUE, MA
By its: Selectboard



(Signature)

Heather Takle

(Name and Title)

President & CEO

ATTACHMENT A:
BUILDING DECARBONIZATION SCOPE OF SERVICES



BUILDING DECARBONIZATION SCOPE of SERVICES

SECTION 1: DESCRIPTION OF SERVICES

Building Decarbonization Roadmap

The Building Decarbonization Roadmap identifies a cost-effective pathway for PowerOptions Members to reduce energy-related emissions from its buildings. **This proposal focuses on 9 buildings owned by the Town of Montague (the Member).** PowerOptions will work with the Member to collect necessary information about the building portfolio, develop goals, and write a roadmap report to help the Member reach its goals. Services and support available will include:

- Calculating Scope 1 emissions (on-site emissions from burning of fuels) and Scope 2 emissions (emissions from purchased electricity or heat) inventory for the Member, leveraging any previous work.
- Establishment of an energy usage baseline and associated baseline year; critical to this will be consideration of measures implemented to date so that any resulting energy and carbon reductions already achieved can be counted towards the identified carbon reduction goal.
- Identifying appropriate energy efficiency measures, electrification, and solar projects for each of the buildings (based on historical utility bills and existing equipment specs). As a final measure, we will include the use of local and/or national renewable energy credits.
- Setting a measurable and realistic carbon reduction target for the Member's portfolio of buildings based on achievable energy reductions and alignment with the organization's budget and risk tolerance.
- Writing the Roadmap, which includes suggested timelines for each project within the roadmap, project costs, incentives, and savings.

If this service is selected, the Member agrees to cooperate with requests for information from PowerOptions. The Member understands that for PowerOptions to complete this service, the Member must provide necessary about building equipment age and technology. To analyze the Member's energy usage, PowerOptions will obtain the necessary utility bill data from the Member's Energy Intelligence Suite (EIS) account. If the Member is not onboarded in PowerOptions' EIS, the Member is responsible for providing monthly energy usage data to PowerOptions.

By selecting this service, the Member acknowledges that PowerOptions may collect and store information regarding the Member's buildings. PowerOptions may not sell or share data but may use data for internal use to inform the design of future Building Decarbonization programs, or externally in the aggregate and with no identifying information back to the Member. Since third party grant funding has been secured for this program, data may be shared in aggregate with the funder to better understand aggregate costs and/or challenges with commercial building decarbonization.



SECTION 2: COSTS, INVOICING, and DELIVERABLES

The cost of the Building Decarbonization Roadmap for 9 buildings is \$27,000. This fee will be invoiced at the completion of the roadmap.

Deliverables for this project include:

- Within 2 months of receiving the necessary building and energy data, PowerOptions will deliver a first draft of the roadmap.
- PowerOptions will schedule a conference call to discuss the results, assumptions, and potential refinements with the Member.
- Within 4 weeks of the conference call, PowerOptions will deliver a final roadmap to the Member.

SECTION 3: PERSONNEL

This project will be managed by Erin Camp, PhD, the Energy Sustainability and Analytics Program Manager at PowerOptions. Her areas of expertise include electrification of buildings and transportation, renewable energy technologies, and energy economics and policy. She has 5 years of experience working as an energy consultant for Synapse Energy Economics and the Cadmus Group. Prior to consulting, she received her doctorate from Cornell University, where she researched geothermal energy opportunities on the east coast of the United States.

Erin will be supported by Michelle Gardner, PowerOptions' Energy Data Analyst, who formerly supported the City of Cambridge with their Net Zero Plan. Michelle has a Masters in Sustainability and Environmental Management from Harvard University.

- 1) Montague Town Hall and Annex
 - a. Street Address: 1 Avenue A, Turners Falls, MA 01376
 - b. Year Built: 1880
 - c. Square Footage of Building: 26,194 sq ft
 - d. Annual Operating Hours: 1,924
 - e. Number of Typical Users/Occupants per day: ~50
 - f. Technical Potential for Solar: All A
 - i. Ground Mounted Capacity: 0
 - ii. Canopy Mounted Capacity: 99.49 kW
 - iii. Building Mounted Capacity: 113.2 kW
- 2) DPW Facility
 - a. Street Address: 128 Turners Falls Road, Turners Falls, MA 01376
 - b. Year Built: 2020
 - c. Square Footage of Building: 28,844 sq ft
 - d. Annual Operating Hours: 2,080
 - e. Number of Typical Users/Occupants per day: ~30
 - f. Technical Potential for Solar: Mostly A (Agriculture – B; Biodiversity – A; Ecosystem – A; CO2 – C; Grid – A; Slope – A)
 - i. Ground Mounted Capacity: 5,831.77 kW
 - ii. Canopy Mounted Capacity: 0
 - iii. Building Mounted Capacity: 0
- 3) Carnegie Library
 - a. Street Address: 201 Avenue A, Turners Falls, MA 01376
 - b. Year Built: 1905
 - c. Square Footage of Building: 9,124 sq ft
 - d. Annual Operating Hours: 2,496
 - e. Number of Typical Users/Occupants per day: ~90
 - f. Technical Potential for Solar: All A
 - i. Ground Mounted Capacity: 0
 - ii. Canopy Mounted Capacity: 0
 - iii. Building Mounted Capacity: 25.84 kW
- 4) Montague Center Library
 - a. Street Address: 17 Center Street, Montague, MA 01351
 - b. Year Built: 1858
 - c. Square Footage of Building: 12,130 sq ft
 - d. Annual Operating Hours: 676
 - e. Number of Typical Users/Occupants per day: ~25
 - f. Technical Potential for Solar: Mostly A (Agriculture – A; Biodiversity – A; Ecosystem – A; CO2 – A; Grid – B; Slope – A)
 - i. Ground Mounted Capacity: 0

- ii. Canopy Mounted Capacity: 0
 - iii. Building Mounted Capacity: 26.99 kW
- 5) Unity Park Fieldhouse
 - a. Street Address: 56 1st Street, Turners Falls, MA 01376
 - b. Year Built: 1900
 - c. Square Footage of Building: 4,128 sq ft
 - d. Annual Operating Hours: 2,080
 - e. Number of Typical Users/Occupants per day: ~40
 - f. Technical Potential for Solar: All A
 - i. Ground Mounted Capacity: 0
 - ii. Canopy Mounted Capacity: 0
 - iii. Building Mounted Capacity: 38.94 kW
- 6) Clean Water Facility Administration
 - a. Street Address: 34 Greenfield Road, Turners Falls, MA 01376
 - b. Year Built: 1964
 - c. Square Footage of Building: 13,568 sq ft
 - d. Annual Operating Hours: Continuous
 - e. Number of Typical Users/Occupants per day: ~10
 - f. Technical Potential for Solar: All A
 - i. Ground Mounted Capacity: 217.96 kW
 - ii. Canopy Mounted Capacity: 219.76 kW
 - iii. Building Mounted Capacity: 103.9 kW
- 7) Colle Building
 - a. Street Address: 85 Avenue A, Turners Falls, MA 01376
 - b. Year Built: 1900
 - c. Square Footage of Building: 19,200
 - d. Annual Operating Hours: 2,080
 - e. Number of Typical Users/Occupants per day: ~10
 - f. Technical Potential for Solar: All A
 - i. Ground Mounted Capacity: 0
 - ii. Canopy Mounted Capacity: 0
 - iii. Building Mounted Capacity: 40.04 kW
- 8) Sheffield Elementary School, Auditorium, and Annex
 - a. Street Address: 35-43 Crocker Ave, Turners Falls, MA 01376
 - b. Year Built: 1904
 - c. Square Footage of Building: 117,388 sq ft
 - d. Annual Operating Hours: 2,520
 - e. Number of Typical Users/Occupants per day: ~254
 - f. Technical Potential for Solar: All A
 - i. Ground Mounted Capacity: 21.16 kW





- ii. Canopy Mounted Capacity: 0.37kW
- iii. Building Mounted Capacity: 361.17 kW

9) Hillcrest School

- a. Street Address: 30 Griswold Street, Turners Falls, MA 01376
- b. Year Built: 1958
- c. Square Footage of Building: 34,076 sq ft
- d. Annual Operating Hours: 2,200
- e. Number of Typical Users/Occupants per day: ~155
- f. Technical Potential for Solar: All A
 - i. Ground Mounted Capacity: 102.04 kW
 - ii. Canopy Mounted Capacity: 31.19 kW
 - iii. Building Mounted Capacity: 256.81 kW

Title	Montague BDR contract
File name	PowerOptions_Contract_FY25_-_updated.pdf
Document ID	bb4e2b9a6703e83a1aa616cf89f347a9135ce0ee
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	11 / 12 / 2024 20:39:58 UTC	Sent for signature to Heather Takle (htakle@poweroptions.org) from ecamp@poweroptions.org IP: 66.109.47.187
 VIEWED	11 / 12 / 2024 20:40:22 UTC	Viewed by Heather Takle (htakle@poweroptions.org) IP: 71.235.73.209
 SIGNED	11 / 12 / 2024 20:49:19 UTC	Signed by Heather Takle (htakle@poweroptions.org) IP: 71.235.73.209
 COMPLETED	11 / 12 / 2024 20:49:19 UTC	The document has been completed.

NEW SEWER
12A

Montague DPW
128 Turners Falls Road
Montague, MA 01351
(413) 863-2054

This institution is an equal opportunity provider.

Sewer Permit

Name of Applicant: ZANDK ESTATE inc Date: 10/29/2024

Address of Applicant: 221 MILLERS FALLS Rd TURNERS FALLS MA 01376

Telephone Number: 413 768 7340

Name of Contractor: B.D. Pollard Excavating LLC

Address of Contractor: 225 Millers Falls Road, Turners Fall.

Telephone Number: 413 626 4634

Location of Work: 221 Millers Falls Road Map# 23 Lot# 28

Is this a new sewer connection? Yes No

Size of Pipe to be Used: 6 inch

Type of Pipe to be Used: SDR 35

Anticipated Start Date: two week

Estimated Duration: two days

Dig Safe Number: 20244408159

Date Dig Safe Notified: _____

Highway Department Approval: [Signature] Date: 11/6/24

Sewer Commissioner Approval: _____ Date: _____

Sewer Commissioner Approval: _____ Date: _____

Sewer Commissioner Approval: _____ Date: _____

The owner agrees to abide by the Town of Montague Sewer Ordinance and Policies for Sewer Use and New Installation.

The pipe used from the main to the property line shall be a minimum of 4 inches in diameter and have a minimum crushing strength of 2400 pounds.

A minimum of 15 inches of gravel shall be used as a sub-base for pavement on any roadway that has been cut and a minimum of 2 1/2 inches of bituminous concrete over this sub-base.

The hook up to the town's line will be inspected by the Highway Department before backfilling.

The person opening the road is responsible for maintenance of the area for a period of One year from initial backfilling.

All OSHA standards shall be adhered to, and shoring or sheeting must be provided in a roadway where depths exceed standard unshored depths. Cutting back on a slope will not be allowed.

All sidewalks, curbing, tree belts, etc. shall be returned to their original state if applicable.

Adequate safety and warning devices must be placed at appropriate locations to adequately warn and protect the motoring and pedestrian public.

AGREEMENT
for
WEIGHTS AND MEASURES SERVICES

This Agreement is made this 18th day of November, 2024, by and between the Commonwealth of Massachusetts Division of Standards (the “Division”) and the Town of Montague, Massachusetts, a political subdivision of the Commonwealth of Massachusetts (“Municipality”).

WITNESSETH:

WHEREAS, M.G.L. c. 98, § 35(a) requires the Municipality to establish a comprehensive weights and measures enforcement system; and

WHEREAS, M.G.L. c. 98, § 35(a)(2) allows the Municipality to satisfy the obligations established pursuant to Section 35(a) by contracting with the Division for the enforcement of the laws pertaining to the sealing of weighing and measuring devices, item and unit pricing, and other laws relative to weights and measures; and

WHEREAS, the Municipality has explored the options available to the Municipality by law to satisfy the obligations established pursuant to M.G.L. c. 98, Section 35(a) and has chosen to contract with the Division pursuant to Section 35(a)(2) to meet those obligations; and

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises herein set forth, and subject to the terms and conditions hereof, the parties agree as follows:

I. TERM

The Agreement shall have a term of one year (“Term”), with the initial Term commencing on January 1, 2025. The Agreement shall automatically renew as governed by Section VI.

II. SCOPE AND TIMING OF WORK

The Division shall furnish the Municipality with weights and measures services pursuant to M.G.L. c. 98, § 35(a)(2) during the Term, as follows:

1. The Division shall test and seal those commercial weighing and measuring devices in the Municipality that the Division determines are required by Massachusetts law to be tested and sealed.
2. The Division shall inspect those retail businesses operating in the Municipality which the Division determines are subject to the provisions of M.G.L. c. 98, § 56D for compliance with that section at least once every two years.
3. The Division shall inspect those retail businesses operating in the Municipality which the Division determines are subject to the provisions of M.G.L. c. 6, § 115A, M.G.L. c. 94, §§ 184A-184E, or M.G.L. c. 94, §§ 295A-295O for compliance with the unit pricing, item pricing, or price advertising requirements contained in those statutes.

4. The Division shall test and seal or inspect such other weights and measures devices or businesses in the Municipality which the Division determines must be tested and sealed or inspected pursuant to Massachusetts law.

5. The Division shall investigate those consumer complaints against businesses operating in the Municipality that the Division receives and that the Division determines relate to weights and measures violations.

6. The Division shall have the sole authority to determine the timing of the performance of its responsibilities contained in Paragraph II.

6. The Division shall provide the Municipality with a summary of all businesses in the Municipality where the Division inspected devices or conducted inspections during the Term ("Inspections Summary"). The Division will also include in the Inspection Summary the number and class of devices tested.

III. MUNICIPALITY PERFORMANCE

The Municipality shall notify the Division when new businesses commence operating in the Municipality which the Municipality has reason to believe are subject to weights and measures testing and sealing or inspection, as described in Paragraph II. The Division shall not be responsible for the testing and sealing or inspection of any such new businesses unless and until the Municipality has provided the name and address of any such new business to the Division. The Municipality may notify the Division of any complaints the Municipality receives about potential weights and measures violations in the Municipality.

IV. CONTRACT AMOUNT AND PAYMENT

The Municipality herein agrees to pay the Division for providing the services contained in Paragraph II during the Term the amount of \$6,022. The Municipality agrees to remit payment in full of this amount to the Division no more than 30 days after the Municipality has received the invoice and Inspection Summary. The Municipality acknowledges that this is a flat fee, that this fee represents the Division's estimate of the costs it will incur to perform weights and measures functions in the Municipality, and that this fee does not reflect actual inspections performed in a given calendar year.

V. DEFAULT

The Municipality's failure to pay outstanding amounts due under this Agreement within thirty (30) days of receipt of the Division's invoice and Inspections Summary shall constitute a breach of the Agreement. Such a breach authorizes the Division, in its sole determination, to: 1) recover the any still outstanding portion of the contract amount, including, but not limited to, intercepting funds intended for the Municipality from the Commonwealth, and/or 2) terminate the Agreement after providing at least thirty (30) days written notice of such breach and termination to the Municipality.

VI. RENEWAL, AND TERMINATION

The Agreement shall automatically renew unless either party notifies the other party no later than November 30 prior to the start of the new Term of the nonrenewing party's decision not to renew the Agreement. Either party may terminate the Agreement for any reason by providing at least sixty (60) days written notice to the other party.

VII. REPRESENTATIONS AND WARRANTIES

The Municipality has been fully authorized to execute this Agreement and no further action is required for the Municipality to perform its obligations hereunder. This Agreement has been duly executed by the undersigned on behalf of the parties and constitutes a valid and binding obligation of the parties. The undersigned executing this Agreement on behalf of the Municipality has the right, power, authority, and legal capacity to enter into this Agreement and to bind the Municipality thereby. The Division makes no representations as to the correctness, sufficiency, or accuracy of any actions it performs or decides not to perform pursuant to the Agreement.

VIII. SEVERABILITY

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

IX. NOTICES

Any notices or communications related to this Agreement shall be in writing and sent by email and mail, concurrently,

if to the Division, if 3/1/25 or before, to:

Commissioner
Division of Standards
1000 Washington Street, Suite 510
Boston, MA 02118
Standards.mail@mass.gov

if to the Municipality, to:

Walter Ramsey, Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376
WalterR@montague-ma.gov

if to the Division, if 3/2/25 or after, to:

Commissioner
Division of Standards
One Federal Street
7th Floor, Suite 0730
Boston, MA 02110-2012
Standards.mail@mass.gov

X. INDEMNIFICATION

The Municipality agrees to indemnify and hold harmless the Division, and any employee or agent thereof (each of the foregoing being hereafter referred to individually as an "Indemnified Party"), against all liability, including any expenses and reasonable attorney fees, to the Municipality or to third parties (other than liability resulting primarily from the gross negligence of the Indemnified Party) arising from any action or inaction of the Division. The Municipality's obligation to indemnify any Indemnified Party will survive the expiration or termination of the Agreement by either party for any reason. The Division may, at its option, conduct the defense in any third-party action arising from the Agreement and the Municipality promises to fully cooperate with such defense.

XI. MISCELLANEOUS

This Agreement may not be assigned by the Municipality without the Division's prior written approval. If an assignment is authorized under this Agreement or applicable law, all terms and conditions shall be binding on the parties' successors and assigns. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all prior written or oral agreements with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the express written agreement of both parties. Waiver of any provision of this Agreement by either party shall not constitute a waiver of any other provision or a waiver of the same provision at any other time. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement under seal as of the day and year first above written.

DIVISION OF STANDARDS

TOWN OF MONTAGUE

BY: /S/ David P. Rodrigues

BY: _____

David P. Rodrigues
Commissioner, Division of Standards

Name: Richard Kuklewicz

Title: Selectboard Chair

Date: November 18, 2024



FY26 Contract Extension Amendment

[MRF contract amendment document](#)

[MRF contract amendment merged into original contract](#)

[Summary of MRF operations](#)

Springfield MRF Contract Extension Presentation



[Presentation Zoom Chat Log](#)



MRF Contract Extension FY26-FY30

Sign and submit extension document by
December 31, 2024



SLIDE 1 OF 12



[Click or tap here to download the PowerPoint slides.](#)

Community contracts for delivering recyclable materials to the Springfield MRF expire on June 30, 2025. For the past six months MassDEP, Waste Management, and MRF Advisory Board representatives have been negotiating to create the strongest possible terms for a 5-year Springfield MRF contract extension. It is now complete.

New terms in the contract amendment are highlighted below:

- **There is a 5-year extension to the original contract term.**
- **Contracts must be executed by December 31, 2024.**
- **Processing Fees increase 2.5% annually per ton for the duration of the contract extension as follows:**
 - o July 2025 – June 2026: \$105.79
 - o July 2026 – June 2027: \$108.43
 - o July 2027 – June 2028: \$111.14
 - o July 2028 – June 2029: \$113.92
 - o July 2029 – June 2030: \$116.77

In addition to the processing fee above, there will be an annual processing fee adjustment of one percent (1%) of the prior year's processing fee beginning July 1, 2026. This 1% fee will be deducted each month from the Average Market Value (AMV). The fee will be as follows:

Cumulative fee adjustment per ton

July 1, 2025	\$0.00
July 1, 2026	\$1.04
July 1, 2027	\$2.14
July 1, 2028	\$3.25
July 1, 2029	\$4.39

Tonnage Fee Adjustment: When annual tonnage is below the baseline of 16,800, a tonnage fee adjustment amount will be deducted from the value of the materials. This assures that Waste Management will receive the baseline revenue for operating the facility. The amendment document contains a table which calculates the tonnage fee adjustment amount.

Contamination Fee:

- **\$130/ton disposal charge for all tons of contamination greater than 15%** (currently \$120/ton)
- **Fees increase by 3.5% per year** (currently 2.5% increase)

Please download all contract documents and carefully review them. Communities wishing to deliver dual stream recyclables to the Springfield MRF beyond June 30, 2025, will need to execute the new contract extension document by December 31, 2024. Submit signed contract amendments electronically to Steve Ellis at MassDEP-WERO: steven.ellis@mass.gov. If you cannot scan and email the signed contract then send a hard copy to: MRF Contract Extension, c/o FCSWMD, 117 Main St., Greenfield, MA 01301.

The Springfield MRF Advisory Board and representatives from Waste Management will work with communities to answer questions regarding the amended contract terms. You are encouraged to attend an event on October 22 from 8:30-10:30 am at the Springfield MRF to learn more about the contract extension and MRF operations. In addition to short informational presentations there will be plenty of time for Q&A, a tour of the facility, and refreshments. Depending on interest, additional contract information sessions may be offered. RSVP no later than October 16th at 5 pm to arlenem773@aol.com.

In the meantime, if you have questions, please contact Arlene Miller at arlenem773@aol.com or 413-567-5027 or Jan Ameen at fcswmd@crocker.com or 413-772-2438.

**Amendment #1 to Designated Community Contract between
the Massachusetts Department of Environmental Protection,
the Contractor and a Designated Community**

This is an Amendment (“Amendment #1”) made by and among the Commonwealth of Massachusetts, acting through its Department of Environmental Protection (hereinafter “Department”), _____ (hereinafter “Designated Community”), and WM Recycle America, LLC (hereinafter “Contractor”), to a contract among the parties for the processing of recyclables.

WHEREAS, the Department has entered into the Commonwealth Contract with the Contractor pursuant to which the Contractor shall Receive and Process Program Recyclables from the Designated Community in accordance with the terms of that Commonwealth Contract, and

WHEREAS, the Department, the Contractor and the Designated Community have entered into a contract pursuant to which the Contractor receives and processes recyclables from the Designated Community in accordance with the terms of the Commonwealth Contract and such contract (the “Designated Community Contract”), and

WHEREAS, the Department and the Contractor have amended the Commonwealth Contract and therefore the parties desire to amend the Designated Community Contract,

NOW, THEREFORE, the Department, the Contractor and the Designated Community agree as follows:

1. CONSTRUCTION.

A. All capitalized terms undefined in this Amendment shall have the same meaning as set forth in the Designated Community Contract.

B. All references to Exhibit 1 in the Designated Community Contract shall refer to Exhibit 1 attached to the original Designated Community Contract for the period beginning on the Commencement Date until June 30, 2025, and shall refer to Amendment 1, Exhibit 1, attached to this Amendment and made a part hereof beginning July 1, 2025, and continuing until June 30, 2030, or at such earlier time should the Commonwealth Contract be terminated in whole or with respect to Dual Stream services.

2. TERM OF CONTRACT

A. Article 2 of the Designated Community Contract is amended as follows:

i. Section 2.2.2 is added as follows:

“2.2.2 The parties have agreed to a renewal term pursuant to Section 2.4 hereof which shall be for a period of five (5) years, commencing on July 1, 2025, and terminating on June 30, 2030, or at

such earlier time should the Commonwealth Contract be terminated in whole or with respect to Dual Stream services.”

ii. Section 2.3(i) is deleted and replaced with the following:

For the purposes of clarity, and notwithstanding anything in the foregoing to the contrary,

“The Department shall provide the Contractor with an executed Amendment #1 to the Commonwealth Contract and all executed Amendments to the Designated Community Contract on or before December 31, 2024. If, by December 31, 2024, the Commonwealth fails to sign Amendment #1 to the Commonwealth Contract and/or receive fully signed Amendments to the Designated Community Contracts in such form as this Amendment #1 representing not less than 14,000 tons of Dual Stream Recyclable Material per year based on the monthly reports submitted to the Department by the Contractor for the period July 1, 2023, through June 30, 2024, plus any reasonably expected annual tonnage for newly signed Designated Communities, Contractor may, in its sole discretion, notify the Designated Community in writing given not later than March 31, 2025, that this Amendment #1 is void and of no effect and that the Commonwealth Contract and all Designated Community Contracts will terminate on June 30, 2025. If no such notice is given, the Commonwealth Contract, as amended, and all Designated Community Contracts which have been amended shall be in full effect in accordance with their terms.”

Section 2.3 (ii) is deleted.

Effective July 1, 2025, Section 2.4 is amended by changing “two (2) additional five (5) year terms ... to “one (1) additional five-year term ...”

3. CONTAMINATED LOADS.

Effective July 1, 2025, Section 4.5.2 is amended by adding the following:

“Effective July 1, 2025, this section shall be amended to change the material disposal charge for all tons of Contamination greater than fifteen percent (15%) to be \$130.00 per ton and the reloading fee to be \$300.00 per ton throughout this section. Such fees will be increased July 1, 2026, and every July 1 thereafter during the term of this Contract by 3.5%.”

4. FINANCIAL TERMS

Article 6, Section 6.1, Processing Fee, of the Designated Community Contract is amended by adding the following:

“Beginning July 1, 2026 and every July 1 thereafter, the Processing Fee shall increase by 2.5% as shown below.

“July 1, 2025 through June 30, 2026 \$105.79

“July 1, 2026 through June 30, 2027	\$108.43
“July 1, 2027 through June 30, 2028	\$111.14
“July 1, 2028 through June 30, 2029	\$113.92
“July 1, 2029 through June 30, 2030	\$116.77”

5. REVENUE SHARE PAYMENT/CHARGES

Article 6.3 of the Designated Community Contract is amended by adding the following:

“Notwithstanding the foregoing, from July 1, 2025, through June 30, 2030, the Contractor shall calculate the Average Market Value (AMV) and AMV Net Value in accordance with Exhibit 1 attached to this Amendment #1 and, notwithstanding the foregoing, Contractor shall pay or charge the Designated Community as set forth above, provided however that all references to AMV shall be references to AMV Net Value, as such term is defined in Exhibit 1 to this Amendment.”

6. NOTICE

Article 10 of the Designated Community Contract is deleted and replaced as follows:

“Article 10 Notice

“All notices given under this Contract by the Designated Community shall be deemed properly served if delivered in writing to:

Mr. Steven Ellis
Massachusetts Department of Environmental Protection
436 Dwight Street
Springfield, MA 01103

WM Recycle America, L.L.C.
800 Capitol Street, Suite 3000
Houston, TX 77002
Attn.: President

With a copy to:
WM Recycle America, L.L.C.
800 Capitol Street, Suite 3000
Houston, TX 77002
Attn.: Law Department”

7. EFFECTIVE DATE

This Amendment is effective on the date the last of the parties has signed this Amendment.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts, acting by and through its Commissioner of the Department of Environmental Protection, the Designated Community, and the Contractor have hereunto set their hands and seals:

I certify that I am duly authorized to enter into this Contract on behalf of:

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By: _____ Date: _____
Title:

DESIGNATED COMMUNITY

By: _____ Date: _____
Title:

By: _____ Date: _____
Title:

By: _____ Date: _____
Title:

CONTRACTOR

By: _____ Date: _____
Title:

Exhibit 1: Composition and Average Market Value of Recovered Materials

Effective July 1, 2025

1. The percentages used to calculate the Average Market Values (AMV) are estimates of the Recovered Material composition of Dual Stream Program Recyclables and Residue.
2. In addition to the processing fee set forth in Section 6.1, there shall be an annual processing fee adjustment of one percent (1%) of the prior year's processing fee beginning July 1, 2026. Such adjustments will be cumulative. The processing fee adjustment will be subtracted from the AMV as shown in Table 1. The processing fee adjustments shall be as follows:

YEAR	CUMULATED PROCESSING FEE ADJUSTMENT PER TON
July 1, 2025 through June 30, 2026	\$0.00
July 1, 2026 through June 30, 2027	\$1.06
July 1, 2027 through June 30, 2028	\$2.14
July 1, 2028 through June 30, 2029	\$3.25
July 1, 2029 through June 30, 2030	\$4.39

3. The Recovered Material composition percentages in Table 1 shall be used for Dual Stream Program Recyclables.
4. The Contractor shall calculate the AMV each month.
5. The commodity market indices utilized in Table 1 are intended to reflect the average market value, in the northeastern United States, of Recovered Materials. PS means the average of the prices for the appropriate grade of material published at <http://recyclingmarkets.net/secondaryfiber/index.html> for the Northeast USA/Maritimes Region first dated price each month, retroactive to the first of the month. SMP means the average of the prices for the appropriate grade of material published at www.SecondaryMaterialsPricing.com for the New York (NE USA/Maritimes) Region, first dated price each month, retroactive to the first of the month.
6. Glass and Dual Stream Commingled Plastics are based on Actual Value. Actual Value means the average price paid to or charged to the Processing Facility during the month of delivery, less any freight or other charges paid to third parties.
7. The Residue Fee in Table 1 as of July 1, 2025, shall be \$90.51/ton and shall be increased 3.5% annually on July 1 each year beginning July 1, 2026.
8. The tonnage expected to be delivered by all Designated Communities who have executed Amendment #1 to the Designated Community Contract is not less than 16,800 tons per yearly period from July 1 through June 30 (each such period beginning July 1, 2025, a "Renewal Year"). "Base Tonnage" for Renewal Year 1 (July 1, 2025, through June 30, 2026) means the tonnage of Dual Stream Recyclable Material represented by fully signed Amendments to the Designated Community Contracts in such form of this Amendment #1 based on the monthly reports submitted to the Department by the Contractor for the period July 1, 2023, to June 30, 2024, plus any reasonably expected annual tonnage for newly signed Designated Communities. "Base Tonnage" for Renewal Years 2, 3, 4 and 5 means the tonnage delivered during the prior Renewal Year plus any reasonably expected annual tonnage for newly signed Designated Communities. The AMV, as defined below, shall be reduced by the Tonnage Fee Adjustment, if any, during each Renewal Year.

Base Tonnage	Tonnage Fee Adjustment per Ton					
	Renewal Year 1	Renewal Year 2	Renewal Year 3	Renewal Year 4	Renewal Year 5	
16,800 and up	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
16,500 to 16,799	\$2.50	\$2.56	\$2.63	\$2.69	\$2.76	
16,000 to 16,499	\$5.00	\$5.13	\$5.25	\$5.38	\$5.52	
15,500 to 15,999	\$7.50	\$7.69	\$7.88	\$8.08	\$8.28	
15,000 to 15,499	\$10.00	\$10.25	\$10.51	\$10.77	\$11.04	
14,500 to 14,999	\$12.50	\$12.81	\$13.13	\$13.46	\$13.80	
14,000 to 14,499	\$15.00	\$15.38	\$15.76	\$16.15	\$16.56	
Below 14,000	\$17.50	\$17.94	\$18.39	\$18.85	\$19.32	

9. If the Base Tonnage (as that term is defined in this Exhibit 1) is 14,000 or less and Contractor does not exercise its right to terminate the Commonwealth Contract and void the Amendment to this Contract, or if the tonnage in any twelve (12) month period during the term of this Contract is 14,000 or less, the Contractor may, in its sole discretion, move the processing of Recyclable Material to a facility other than the Receiving Facility. Once such move has been made, the Contractor shall have no obligation to Process the Recyclable Material at the Receiving Facility, even if the tonnage of Dual Stream Materials exceeds 14,000 tons in any twelve (12) month period. The pricing set forth in the Contract and this Exhibit, including the Tonnage Fee Adjustments and the Processing Fee Adjustment, shall apply regardless of the location of Processing.
10. The Contractor shall continue to pay for two (2) subscriptions to applicable indices, or a substitute subscription in accordance with paragraph 11 below for the Commonwealth and provide the username and password for each subscription to the Commonwealth.
11. If at any time during the term of the Contract applicable indices no longer post or otherwise provide the applicable market indices, or if such indices do not accurately reflect the value of such materials, then the Contractor and the Commonwealth shall jointly select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information. A change in the market indices used shall become effective on the first day of the month following joint agreement and for the remainder of the Contract, or until subsequently replaced.
12. The Revenue Share Payment formula in Section 6.3 of this Contract shall be used for calculating payments and charges to Designated Communities from July 1, 2025, through June 30, 2030.

Designated Community Contract

Amendment #1

13. "AMV Net Value", as shown on Table 1, shall refer to the net dollar amount calculated after the Processing Fee Adjustment and the Tonnage Fee Adjustment have been subtracted from the Average Market Value (AMV).

TABLE 1: Average Market Value (AMV) - Dual Stream – Payment/Charge				
Recovered Material	Recovered Material Index	Recovered Material Composition/Ton	Index Value/Ton	AMV Value
OCC (Cardboard)	PS 11 Corrugated Containers	21.17%	\$	\$
Mixed Paper #54	PS 54 Mixed Paper (MP)	39.75%	\$	\$
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled, cents/lb. picked up) minus \$.25 per pound	0.83%	\$	\$
Steel/Tin Cans	50% of SMP Steel Cans (Sorted, Baled, \$/Gross ton, picked up)	3.87%	\$	\$
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	2.15%	\$	\$
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	1.09%	\$	\$
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	1.19%	\$	\$
Commingled Plastics, #3-7	Actual Value	7.42%	\$	\$
Glass	Actual Value	17.54%	\$	\$
Residue	Residue Fee	5.00%	\$	\$
		100%	\$	\$
	Average Market Value (AMV)			\$
	Processing Fee Adjustment			\$
	Tonnage Fee Adjustment			\$
	AMV Net Value			\$



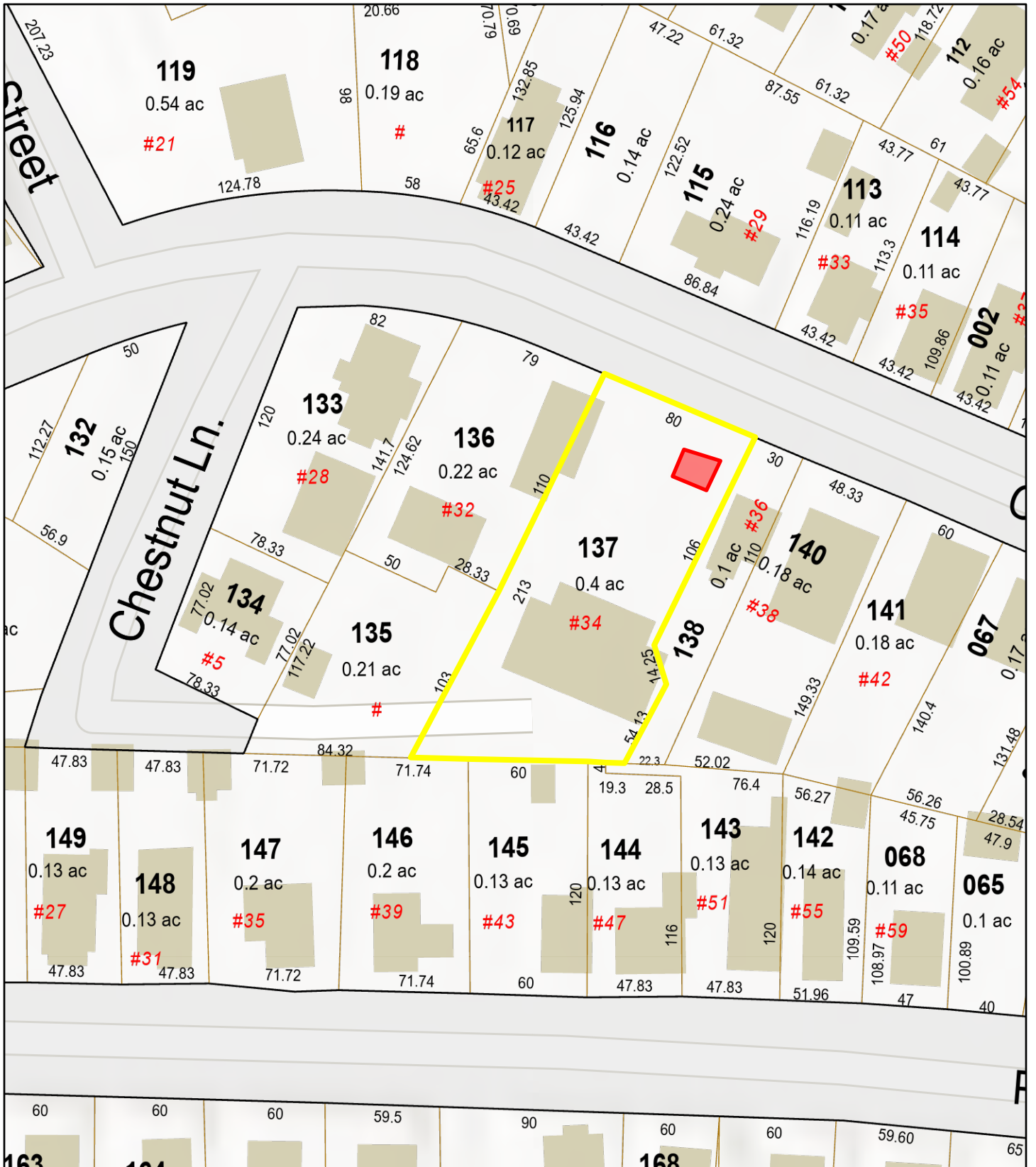
Town of Montague, MA

1 inch = 70 Feet



www.cai-tech.com

October 29, 2024



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