JOINT SELECTBOARD and BOARD OF HEALTH MEETING NOTICE

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: https://zoom.us/i/97081219546

Meeting ID: 970 8121 9546 Password: 688001

Dial into meeting: <u>+1 646 558 8656</u> or <u>+1 312 626 6799</u> or <u>+1 301 715 8592</u>

Monday, April 5, 2021

- Topics may start earlier than specified, unless there is a hearing scheduled Meeting Being Taped **Votes May Be Taken** 1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken 2. 6:30 Board of Health Chair opens the meeting, roll call taken 3. 6:31 Approve Minutes: Joint Selectboard and Board of Health Meeting: March 29, 2021 4. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment 5. 6:35 COVID-19 Updates and Action Items Update on Montague COVID case counts Update on Vaccine Eligibility & County Clinics Review of Updated State Guidance or Orders 6. 6:45 Jon Dobosz, Parks & Recreation Director Adult Spring Programs Proposal Ice Cream Ride Application (with Sean Condon) Unity Park Community Garden event proposal with Entertainment License Request (with Great Falls Apple Corps) Announcement that the Unity Park Ballfields will be named after Mr. George Bush of Turners Falls
- 7. 7:00 Tom Bergeron, DPW Superintendent
 - Change trash service days from Friday to Wednesday: Maple Street, Pleasant Street, Chestnut Street, Grove Street, Hillside Avenue, Riverside Drive, Goddard Avenue
 - Sixth Street Bridge Reopening
- 8. 7:10 Mike Naughton
 - Update on the Six Town School Regionalization Planning Board
- 9. 7:20 Bryan Camden, Airport Manager
 - Airport Coronavirus Response Grant Program Award, \$13,000

JOINT SELECTBOARD and BOARD OF HEALTH MEETING NOTICE Monday, April 5, 2021 Page 2

10. 7:25 Walter Ramsey, Town Planner

- Authorize Green Communities FY 21 Grant Application for LED lighting conversions at WPCF plant, Second Street Public Parking Lot, J and G Street Sewer Pump Stations and HVAC/Window upgrades to Millers Falls Library. Total request: \$112,128
- Downtown Electric Vehicle Charging Stations- Review of first year of operation
- Pre-Disaster Mitigation Competitive Grant, City Road Flooding Relief, \$237,287.02

11. 7:40 Chelsey Little, WPCF Superintendent

- Abatement Requests (Second Half FY21 Billing Cycle)
- Execute Agreement with Wright-Pierce for Aeration Blower Upgrades in the amount not to exceed \$24,700 (from existing DEP Gap II Grant Work)
- Discuss Final EPA AO issued March 19, 2021

12. 7:55 Brian McHugh, Director of Community Development, FCRHRA

- Execute Agreement by and between Town of Montague and
 - o Franklin County Regional Housing and Redevelopment Authority, Inc.
 - The Brick House Community Resource Center, Inc.
 - o LifePath, Inc.
 - o Montague Catholic Social Ministries
 - The Western Massachusetts Training Consortium

13. 8:05 Inspector of Building Search Committee

- Establish Ad Hoc Inspector of Buildings Search Committee to Replace Chris Rice
- Appoint Steve Ellis Chair, Karen Casey, Bill Doyle, Josh Lively, Walter Ramsey, Chris Rice, Karen Tonelli, Daniel Wasiuk, Tom Wyman, John Zellman to Inspector of Buildings Search Committee until position filled

14. 8:15 Annual Town Meeting

 Article submission deadline for May (date to be determined) 2021 Annual Town Meeting, April 20, 2021 at Noon.

15. 8:25 Town Administor's Report

- Execute Agreement with LaRochelle Construction, Inc. for Council on Aging Roof Replacement, \$21,050
- Topics not anticipated in 48 hour posting

Upcoming Meetings:

Selectboard Meeting, MONDAY, April 12, 2021, 6:30 PM via Zoom

6

WendyB-Montague Board of Selectmen

From:

Jonathan Dobosz

Sent:

Thursday, April 1, 2021 9:54 AM

To:

WendyB-Montague Board of Selectmen

Cc:

River Culture

Subject:

Materials for Monday Selectboard Mtg.

Attachments:

MPRD Spring ADULT Programs Health Protocols March 2021.pdf; Ice Cream Ride APPLICATION-REGISTRATION FOR ASSEMBLY[1].doc; Unity Park Community Garden Event.docx; Unity Community Garden Clean-up ENTERTAINMENT License application -

no alcohol.doc

Hello,

Attached are materials for the meeting;

- Adult Spring Programs proposal
- Ice Cream Ride Application
- Unity Park Community Garden event proposal, with Entertainment License request
- Announcement that the Unity Park Ballfields will be named after Mr. George Bush of Turners Falls

Any questions, just let me know. thanks

Jon Dobosz, CPRP, CPO

Director of Parks & Recreation

Montague Parks & Recreation Dept.

56 First St.

Turners Falls, MA 01376

(413) 863-3216



6A

MONTAGUE PARKS & RECREATION DEPARTMENT 56 First Street, Unity Park Fieldhouse Turners Falls, MA 01376 Phone: (413) 863-3216/Fax: (413) 863-3229

www.montagueparksrec.com

Jonathan J. Dobosz, CPRP, CPO Director of Parks & Recreation recdir@montague-ma.gov



Jennifer L. Peterson Clerk/Bookkeeper recclerk@montague-ma.gov

2021 MPRD Spring ADULT Programs Health Protocols Relative to COVID-19

Revised, March 22, 2021

The following protocols include Adult Softball, Adult Soccer, and Yoga.

This proposal is formulated from the standards established by the Massachusetts Executive Office of Energy & Environmental Affairs (EOEEA), as noted in their *Reopening Standards for Youth & Adult Amateur Sports Activities – Phase 4, Step 1* dated March 22, 2021, where softball and soccer are categorized as a "Moderate Risk", and Yoga as "Lower Risk".

Activities that are deemed **moderate risk** involve "intermittent close proximity or limited, incidental physical contact between participants". Such activities, as noted by the EOEEA, can participate in **Level 1, 2 and 3** type of play, but ONLY if "the Minimum Mandatory Standards for Modification to Play are met". These levels are defined as the following;

- **Level 1** Individual or socially distanced group activities (non-contact workouts, aerobic conditioning, individual skill work, and drills)
- **Level 2** Competitive practices (intra-team/group games, contact drills, and scrimmages)
- Level 3 Competitions (inter-team games, meets, matches, races, etc.)

Yoga, on the other hand, is a no contact exercise class as classified by the same published standards. This is an activity that can be done individually with social distancing and no physical contact.

- Program Structure: utilizing the EOEEA's guidelines as a benchmark, the program will be structured in the following manner;
 - Play sessions:
 - Co-ed Softball League -
 - Location: Unity Park, Turners Falls
 - Days/Times: Mondays & Thursdays, May 3 mid-August (Tentative); 6:00p 8:00p. Adult Softball COVID-19 2021 Rules;
 - 1. Face coverings are required at all times by players and umpires.
 - 2. Players must sanitize their hands at arrival, periodically throughout play, and when they leave.
 - 3. Dugout benches will be open, but players must be 6' apart. We encourage players to bring their
 - 4. Players must stay 6ft apart while they are outside of the playing area
 - 5. We are instituting an "Arrive-Play-Leave" format. Players must come directly to the field, play and then leave immediately after the game. Players will not be allowed to congregate at any part of the field or parking lot before or after their scheduled game.
 - 6. Per Phase IV, Step 1 of MA Covid-19 guidelines, at this time;
 - Absolutely no spectators/fans are allowed
 - Tournament play is not allowed

- 7. No seeds, gum, etc., things that will be spit or on the ground.
- 8. Sportsmanship should continue in a touchless manner (no handshakes/slaps/fist bumps, etc.)
- 9. Umpires are required to wear facial coverings and maintain social distancing of 6 feet from players, and other persons at all times.
- 10. Each player must have their own personal equipment (water bottles, bats, gloves, chairs, protective gear, etc.), and should not share it with other players from either team.
 - If a team decides to share a bat it needs to be sanitized between each use. Sanitizers for this purpose will be provided by the team.
- 11. Softballs will be sanitized at the end of each inning.
- 12. Teams need to make sure that their rosters are submitted before their first scheduled game, with the players contact information. Line-ups for each game should contain the player's full name and phone number to allow for contact tracing.

Soccer –

- Location: Highland Park, Millers Falls
- Days/Times: Saturdays (10:30p 12:30p) and Wednesdays (5:30p 7:30p) beginning the week of April 10 (conditions pending) through early November.
- This is program includes adult players from local towns participating in informal "pick-up" games. This is simply a group of adult soccer players who gather together on a weekly basis.
 The coordinators have access to the building and restroom.
- Spectators are not allowed to attend per MA Covid guidelines.
- Equipment will be shared, so all participants must practice proper hand hygiene at the beginning and end of all activities either through handwashing with soap and water or by using an alcohol-based hand sanitizer. Equipment must be cleaned and disinfected at the end of the games, but there is no administrative oversight to ensure this will be the case.

Yoga –

- Location: Picnic Area, Unity Park, Turners Falls
- Days/Times: Saturdays,
- Pods Six foot diameter circles will be traced out with white field paint delineating the individual space per participant. Each circle will be at least six feet from one another.

Players & Officials:

- <u>Facial coverings must be worn at all times for all programs.</u>
- We are promoting an <u>"arrive, play, and leave" approach</u> to ensure that individuals are not congregating in common areas or parking lots before, during or following games.

Access to Municipal Buildings:

- Adult Softball and Yoga At the moment, there is no access to the Unity Park Fieldhouse for either of these programs. A portable toilet will be on-site to accommodate restroom needs.
- Adult Soccer (Highland Park Shed) The coordinators currently have a key to the building. There is a small restroom located in the back of the building that will be cleaned once a week.
- ➤ Health Protocols Compliance Players/participants refusing to comply with any of the protocols will not be allowed to participate, and will be asked to leave the program site immediately. The status of the participant will be under review, with dismissal being a possible outcome. A reasonable amount of enforcement can be expected by softball league umpires, adult soccer coordinators, and the yoga instructor.

- If any individual develops symptoms of COVID-19 during the activity, they should promptly inform organizers and must be removed from the activity and return home. Parents/guardians should follow-up with MPRD as to the status of their child and whether or not he/she has contracted the virus.
- ➤ In the event of a positive case, the program may be suspended or cancelled. Consultation with the Montague Board of Health will then determine proper procedures and program status. GMRSD administration will be notified of any positive case through MPRD.
- > Partial refunds will be given if program is reduced or permanently cancelled.

Health Procedures

- > Daily Screening: Any individuals seeking entry into the program space must self-screen at home, prior to coming to the program for the day.
- > To participate or attend, participants, volunteers, coaches and spectators must show no signs or symptoms of COVID-19 for 14 days.

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear **2-14 days after exposure to the virus**. People with these symptoms may have COVID-19: Fever of 100.0 F or higher, or chills, Cough, Shortness of breath or difficulty breathing, Fatigue, Muscle or body aches, Headache, New loss of taste or smell, Sore throat, Congestion or runny nose, Nausea or vomiting, Diarrhea.

This list does not include all possible symptoms. CDC will continue to update this list as we learn more about COVID-19. Anyone with **two or more** of the symptoms noted above or any other signs of illness will NOT be permitted to attend.

Protocols are subject to change.



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 Peskeompskut Park or Montague Center Common)

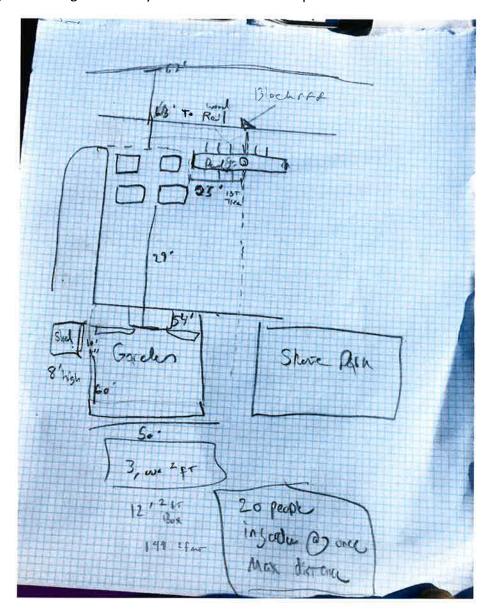
All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant:	Sean Condon		
Address of applicant:	20 Fort Hill Terrace, N	lorthampton	
Phone # of applicant:	(617) 285-1503;	sean@speedan	dsprocket.com
Name of organization:	Speed & Sprocket Cyc	le Works	380
Name of legally responsible per	son: Sean Condon		\h
Location of assembly:	Unity Park		
Date of assembly:	Saturday, July 31, 202	1	
Time of assembly:	Begin: 7:00a	End:	3:00p
Number of expected participant	s:150		
If a procession/parade:			
County, with Unity Par 9:00am, Single Scoop I begins @ 11:00am Number of people expe Number of vehicles exp	k being the start and end Loop (25 mile) ride beg cted to participate: cected to participate: River Valley Ice Crean	d site; Double Sco gins @ 10:00am, 150	
Individual/\$3Million Group. *************		_	a minimum policy of \$1Million
Signatures:			
Police Chief:			
Comments/Conditions:			
Board of Selectmen, Chairman:			Date:
Comments/Conditions:			

<u>Unity Park Community Garden – Garden Clean-up Event; Sunday, April 25</u>



- Times; 11:00am 3:00pm
- The event will include live music (application included)
- Event Map:
 - The four boxes represent the band member's individual platforms. The first 3 parking spots on each side of the median should be blocked off from parking,
 - Cars can enter & exit the parking lot behind the band, and there should be a line stopping cars at the end of the skate park.
 - o Barricades will designate the 25 feet from the band
 - o Signs indicating "mandatory mask zones" will also be posted



The garden is 3k square feet, which calculates to 20 people in the garden at once with social distancing.



TOWN OF MONTAGUE APPLICATION FOR AN ENTERTAINMENT LICENSE SPECIAL AND REGULAR

Date of Application	on:	4/1/21	Date A	pproved:		Fe	e:
To the Local Lice. The undersigned r Sunday, April 2	espectful	ly applies for a	n Entertainme owing hours:	nt License for dail	y operation, cale	ndar year 202	1;
Sunday	from:	11:00a to: 3	3:00p	Thursday	from:	to:	
Monday	from:	to:		Friday	from:	to:	
Tuesday	from:	to:		Saturday	from:	to:	
Wednesday	from:	to:		Legal Holiday	from:	to:	
This is a "special of	entertainn	nent permit" re	equest?	· · · · · · · · · · · · · · · · · · ·		<u>yes</u>	{ no
This is an annual r	enewal?				{	yes	{ no
 NAME OF AP. D/B/A: 	TELEPH	IONE: <u>863-321</u>	16		eation and Great I	Falls Apple C	orps.
3. PREMISES:					PHONE:		
Automatic Amuser Dancing X Instrumer X Live Voc Exhibitio Trade She Athletic I Play Readings New Yea	Radio _ Wide Scr ment Dev by patron ntal Musi alists n ow Event of Poetry rs Eve "a	Jukebreen TV rises: Video Grass c	Television/0 ames, Number size of floor number of in number of p type type type type entertainment"	Video Jukel CablePool of : instruments & amplersons/type of sho	ooxP ol Tables Type: { Vi	ideo or { Ken	o y garden
Indoors: Size of ar Outdoors: Size of a Alcohol to be serve	area to be ed:N Dobos	e used: lo	Allowed:_ 2,400 sq. ft.	Number o	of People: vailable Parking: _	Allow Unity l	ed: Parking lot
******		****	*****OFFICI	E USE ONLY***	*****	*****	*****
Board of I	Health		Date	Fire	e Department, Ch	ief	Date
Police Dep	oartment,	Chief	Date	Boa	ard of Selectmen,	Chairman	Date

WendyB-Montague Board of Selectmen

From:

StevenE - Montague Town Administrator

Sent: To:

Wednesday, March 31, 2021 8:53 AM WendyB-Montague Board of Selectmen

Subject:

FW: Request to Rebalance Routes

Hi. This may appear on next week's SB agenda, as I've suggested Tom share the information with the Selectboard.

From: Van Dam, Brian

Sent: Tuesday, March 30, 2021 1:38 PM To: TomB - Montague Highway Department

Cc: Van Dam, Brian; Higgins, Dan; Ketchum, Billy; Bourgeois, Marc

Subject: FW: Request to Rebalance Routes

Tom,

In order to improve service levels to all residents in the Town of Montague and address issues you have recently discussed with my team, Republic Services requests approval for a service day change for the streets enumerated below from service every Friday to service every Wednesday. This change in days for a portion of the Friday route will enable Republic Services to adequately plan and supplement the existing routes and equipment servicing the town to avoid issues with the truck becoming fully loaded and "packing out" and to comply with DOT operating hour restrictions. The proposed steps and timeline to reach a May 5 implementation date are listed below for your review.

The streets we are proposing to transition from Friday to Wednesday service are:

Maple Street

Pleasant Street

Chestnut Street

Grove Street

Hillside Ave

Riverside Drive

Goddard Ave.

To accomplish the proposed transition, we submit the following actions and timeline for the Town's consideration and approval.

•	Submit revised Route	Maps and Street	t Listings to the DPW for	Wednesday and Friday -	4/5/21
				_	

Provide Draft of Resident Mailer to DPW for review and approval - 4/5/21 Download all impacted Resident Addresses for mailer and verify with DPW - 4/5/21

DPW confirm approval of Maps, Street Listings, Draft Resident Mailer, and address

listing

- 4/9/21 1st Mailing - Day of Service Change with Street Listing - 4/12/21

Press Release on new service schedule -4/12/21

Town Website Posts Street Listing for Wednesday and Friday changes - 4/12/21

2nd Mailing - Day of Service Change with Street Listing - 4/26/21

Robo Call to impacted Residents by Town - 4/26/21

Robo Call to impacted Residents by Town - 5/4/21

Implement Service Day Changes - 5/5/21

Please review and provide comments and suggestions and advise on next steps to obtain Town approval. We appreciate our partnership with the Town.

Six Town Regionalization Planning Board Report

March 2021

On behalf of the Six Town Regionalization Planning Board (STRPB) representing the towns of Bernardston, Gill, Leyden, Montague, Northfield, and Warwick please accept our second report as an informational update.

This Planning Board was formed under the provisions of Chapter 71, Section 14 A and 14 B whereby two or more towns may join together to form a Regional School District Planning Board. Its purpose is to study the fiscal and educational advisability of establishing a larger Regional School District, with its current focus being that of merging the Pioneer Valley Regional School District (PVRSD) and the Gill Montague Regional School (GMRSD) into a new six town regional school district. Once the Planning Board finishes its comprehensive study it will make recommendations for all six towns to consider.

The underlying theme of this study is to explore the possibilities of providing more educational opportunities for our students by utilizing the strengths of a combined professional staff in a manner that would result in a more rigorous and robust curriculum and related activities for high school and middle school students that is sustainable, predictable, and affordable for the six towns. It is the expectation that elementary students would continue to be educated in their respective towns within the newly formed regional school district.

In 2019 the Gill-Montague Regional School District was awarded a grant and contracted with The Abraham Group and the Massachusetts Association of Regional Schools (MARS) to create both enrollment and financial baseline data and began an analysis of merging union contracts. health insurance and Central Office among other related topics. Additionally, the grant supported an analysis of student transportation. This initial grant, that looked at the possibility of combining GMRSD and PRVSD, and the information and data it produced became the impetus and reason for the six member towns to vote and approve the formation of this Planning Board in the spring of 2019. Shortly after, the Moderators from each of the six towns appointed three members to represent their respective towns. The 18-member Six Town Regional Planning Board held its first meeting on November 13, 2019 and in a subsequent meeting created four subcommittees to better manage its work: Education, Finance/Transportation/Facilities (FTF), Public Relations, and Planning/Organization/Logistics/Administration/Governance. In-person meetings ended abruptly when the Covid 19 pandemic gripped the nation and resulted in meetings continuing via Zoom. Each subcommittee planned and organized its work. Their respective purposes can be found on the STRPB website along with agendas, minutes, documents, and the consultants final report: https://sites.google.com/view/strpb/home.

The STRPB was awarded a DESE School District Regionalization grant in February of 2020 to take a deeper dive into the three areas mentioned already (finance, education, transportation). Two noteworthy findings were gleaned from the consultant's report: 1) Students may benefit significantly with the potential of more learning opportunities, thus a deeper dive into this area might help to identify specifics; 2) The financial benefits for the respective towns may not be realized if the present state funding for education remains static.

Before the pandemic, it was the expectation of the full Planning Board and each subcommittee to include all stakeholders in eliciting ideas, sharing information, and gaining feedback from public presentations. Much of this work has been put on hold and the consultants worked with the Planning Board on gathering and analyzing both qualitative and quantitative financial and educational data with limited staff input. A second DESE Regionalization grant was recently awarded in February 2021 for the Planning Board to continue its work, and each subcommittee is currently developing plans to involve as many stakeholders as possible through a variety of venues. The STRPB's work, up until now, has produced the majority of the back-end (behind the scenes) analysis needed to give the public a clear picture of the costs and benefits of a combined regional school district. This information will be very helpful in the near future when the planning board is able to engage the public stakeholders (students, parents, community members, elected officials, etc.) more fully. Additionally, the Public Relations subcommittee will focus on providing timely updates to the respective stakeholders and the general public.

The following is an overview of the STRPB Process and Goals:

- I. Write/submit/execute a new grant (completed, RFS in progress)
- II. Assimilate Subcommittee Findings into a Comprehensive Summary Document (in progress)
- III. Share with Both Districts' Administration, Faculty, Staff for Feedback (in progress)
- IV. Create Plan(s) for Sharing Documents and Obtaining Feedback
- V. Curate Feedback
- VI. Full Board Review and Discussion (several meetings)
- VII. Full Board Recommendation(s) to towns

We undertake this endeavor with the best interest of students and our towns in the forefront of our work while exploring the potential benefits and challenges of this initiative. If you have any questions or concerns, please reach out to your Planning Board representatives. Special thanks to Abbi Pratt, Dawn Magi, Lance Fritz, Michelle Morrissey, and Heather Katsoulis for their contributions prior to resigning. Presently there are three vacancies, and we are looking for one individual to serve in each of the following towns: Bernardston, Montague, and Warwick. If interested in serving, please contact your Town Moderator.

Respectfully submitted,

Alan Genovese, Chair

Greg Snedeker, Secretary/Treasurer

Members

Bernardston:

Renee Kier, Jane Dutcher

Gill:

Greg Snedeker, Deb Loomer, Bill Tomb

Leyden:

Steve Richter, Michele Giarusso, Karen O'Neil

Montague:

Mike Naughton, Lynn Reynolds

Northfield:

Pat Shearer, Deb Potee, Reina Dastous

Warwick:

David Young, Alan Genovese

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Eichorn, Jen

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Genovese, Alan

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Naughton, Mike

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Oneil, Karen

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Potee, Deb

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Shearer, Pat

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Snedeker, Greg

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Tomb, Bill

williamtomb@gmail.com

Young, David

coordinator@town.warwick.ma.us



WendyB-Montague Board of Selectmen

From:

Walter Ramsey - Montague Planner

Sent:

Thursday, April 1, 2021 12:26 PM

To:

WendyB-Montague Board of Selectmen

Cc:

StevenE - Montague Town Administrator

Subject:

SB 4/5 items

Walter Ramsey, Town Planner/Green Communities Coordinator (10 Mins)

- Authorize Green Communities FY 21 Grant Application for LED lighting conversions at WPCF plant, Second Street Public Parking Lot, J and G Street Sewer Pump Stations and HVAC/Window upgrades to Millers Falls Library. Total request: \$112,128
- Downtown Electric Vehicle Charging Stations- Review of first year of operation

Walter Ramsey, AICP | Montague Town Planner | (413) 863-3200 x 112 | planner@montague-ma.gov



Building Name and/or Location	Project Name (description) ^{[1,}	Project Completion Date (month/year)	Projected Annual Electricity Savings or Generation (kWh) ^[2]	Projected Annual Natural Gas Savings (therms) ^[2]
Water Pollution Control Facility (WPCF)	interior and exterior LED lighting and heat pump	Jun-22	12,673	0
Second Street Public Parking Lot	outdoor lighting (17 poles) LED Conversion	Jun-22	8,991	0
J Street Sewer Pump Station	interior and exterior LED lighting conversion	Jun-22	65	o
G Street Sewer Pump Station	lighting conversion Heat Pump, LED lighting	Jun-22	65	0
Millers Falls Library	Conversion, replacement windows and door	6/30/2022	1,283	0
		N/A	23,077	0

NOTE: This table has been formatted so that the projects are directly transferable to/from Table 4 of the Energy

^[1] A municipality may submit proposals for as many projects as it wishes. Projects must comply with all require

^[2] Please estimate only the projected direct annual cost and energy savings.

^[3] For other fuels, please specify in column header fuel and units (ex: gallons). DOER will perform the calculation

^[4] Total project cost = sum of all funding sources (columns K-N)

^[5] Please note that the total grant request does not need to equal your total grant allocation at this time. For ϵ be for the cost of that study. A subsequent request should be made to pay for the measures/buildings audited ϵ be eligible for Green Communities Grant funding.)

^[6]Please provide a specific page number/range from the audit or study that provides funding request and proje

^[7] Proposed projects should be completed within approximately one year from contract execution.

Projected Annual Oil Savings (gallons) ^[2]	Projected Annual Energy Savings (other fuel) ^[2,3]	Projected Annual Cost Savings ^[2] (\$)	Total Project Cost (\$) ^[4]	GC Grant Funding (\$)	Utility Incentives (\$)	Other Grants (please list source in notes 'column) (\$)
0	0	\$5,006	\$63,578	\$32,614	\$30,964	\$0
0	0	\$1,520	\$17,611	\$17,611	\$2,967	÷9
0	o	\$13	\$3,397	\$3,376	\$21	\$ 0
0	0	\$13	\$3,397	\$3,376	\$21	\$ 0
830	0	\$1,055.20	\$67,552.50	\$55,152.24	\$12,400.26	\$0.00
830	0	\$7,605.64	\$155,535.54	\$112,128.84	\$46,373.99	\$0.00

y Reduction Plan and Annual Reports in order to minimize the reporting burden of Green Communities.

ements specified in the full guidance document.

ons for MMBtu and GHGs.

example, if an audit or engineering study needs to be performed, then this request should or studied. (Please note: Only audits that are at a minimum an ASHRAE Level 2 audit will

ect details.

Town Contribution (\$)	Funding Source(s) for Other Grants and Town Contribution	Audit or Study Reference	Audit or Study Page Reference(s) ^[6]	Other Supporting Document(s) and Page References [6]	Part of Performance Contract? (yes or no)
	11	Comp Energy Efficient			
\$0.00	n/a	Facility Comp Energy Efficient	n/a	n/a	no
\$0.00	n/a	Faciltiy Comp Energy Efficient	n/a	n/a	no
\$0.00	n/a	Faciltiy	n/a	n/a	no
\$0.00	n/a	Comp Energy Ef Comp Energy Efficient	n/a	n/a	no
\$0.00	n/a	Facility	n/a	n/a	no
\$0.00	N/A	N/A	N/A	N/A	N/A



MONTAGUE PLANNING & CONSERVATION

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

To: Selectboard, Energy Committee, Town Accountant

From: Walter Ramsey, Town Planner/ Green Community Coordinator

Date: April 1,2021

RE: EV Charging Stations- First Year Review March 2020-March 2021

The Planning Department has completed a review of the first year of the town's EV charging program to inform pricing and policy decisions moving forward. A stated goal of the Selectboard was to break-even on operating expenses for the EV stations, however the town operated at a deficit of \$2,500 in the first year. Several options are proposed below on how the town may choose to proceed, keeping in mind that the year in which the review took place was during the Covid pandemic, when driving was extremely limited.

Montague has 2 EV charging stations (4 Ports) that went into operation April 2020. They were installed by Eversource at no expense to the Town of Montague. They are located in the Second Street Parking Lot and on 6th Street.

Cumulatively, there has been 209 charging sessions with a high of 6 sessions per day in March 2021. 1.4 MW of electricity has been used with an accumulated Greenhouse Gas Saving of 760 kilograms. That is the equivalent of 19 full grown trees. The vendor, Chargepoint categorizes the stations as "light use" and encourages the town do more social media marketing and signage to the stations.

It is worth noting that, driving miles have been severely limited during the pandemic, the period when charging stations have been monitored for this review, so this likely will not represent a typical year. In addition, EVs can be expected to be more prevalent as EV costs continue to drop, more affordable used EVs are increasingly available, auto manufacturers commit to accelerating EV production, and the state implements its transportation sector emission reduction goals required by the newly enacted climate bill.

Typical charging sessions last 1 hour and costs the user between 1 and 5 dollars. The stations are serving on average 5 unique users per month- with as low as 3 unique users in the winter months when usage is lowest.

The Town currently charges all users \$0.30 per kwh, while many area towns offer free charging or lower rates. 10% of that revenue goes to- a "flex billing fee" before being distributed to the town.

The Town is being charged up to \$2.45 per kwh for "all in" costs that include service and delivery from Eversource. For example, for one station in March 2021, the bill was \$159 for 392 kwh used. The average charge over the year has been is \$0.85 per kwh. The demand charges seem to be unexpectedly high.

Electricity Expenses 3/20 to 3/21	(\$-2,995)	
Revenue 3/20 to 3/21	\$419	
Operating Deficit	(-\$2,576)	

Options

a) MAINTAIN THE CURRENT FEE -Retain current rate of \$0.30 per Kwh. Assuming the same level of charging, the town would be operating at a loss of approximately \$2,500 per year and represents a substantial subsidy from the Town.

Signage that directs people to EV stations might make more people aware of local charging stations and boost usage.

- b) INCREASE FEE-Increase fee to \$0.93 per Kwh. This represents a 210% increase, but reflects actual costs to the town (electricity+billing fee). The town should monitor effect on usage, as there are now 2 competing stations at Firstlight Unity Park Parking Lot and Shady Glen. Given that this rate is much higher than stations in our region that charge a fee, EV drivers will likely make every effort to charge elsewhere where charging is free or lower cost.
- c) MAKE STATIONS FREE. The town would be operating at a loss of approximately \$3,000 per year. This represents a complete subsidy from the town and could be an incentive to stimulate downtown activity.

Under the terms of the Eversource Program, after the first 3 years the Town can opt to discontinue one or more stations. Given that approximately 90% of the sessions are at Second Street, the town might consider decommissioning the 6th Street station, but maintain the Second Street station that is used considerably more. That would reduce expenses by approximately \$1,200 per year.

Respectfully submitted,

Walter Ramsey, AICP

When Romany

Montague Town Planner





THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY

MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399
Tel: 508-820-2000 Fax: 508-820-2030
Website: www.mass.gov/mema



Samantha C. Phillips Director

Charles D. Baker Governor

Karyn E. Polito Lieutenant Governor

Thomas A. Turco, III Secretary

March 19, 2021

Richard Kuklewicz Chairman, Board of Selectmen Town of Montague One Avenue A Turners Falls, MA 1376

Re:

Pre-Disaster Mitigation Competitive Grant Program

PDMC 19-03 City Road Flooding Relief

Dear Mr. Kuklewicz,

The Federal Emergency Management Agency (FEMA) has approved Pre-Disaster Mitigation (PDM) funding for the Town of Montague City Road Flooding Relief project.

The Town of Montague has received a FEMA award of \$237,287.02 and will be reimbursed up to 75% of approved, allowable, and eligible costs, up to the Federal Award, as stipulated by the grant agreement and 2 CFR Part 200. This is a reimbursable grant program and expenses must be incurred and paid, prior to being reimbursed. Please note that any project revisions, changes or deviations from the FEMA-approved grant application must be approved in writing by both MEMA and FEMA in order to be eligible for grant reimbursement.

Please Note: work cannot begin on this project until the contract is executed by all parties and a Notice to Proceed is issued.

In order to execute this agreement, the following forms relative to the attached grant agreement must be reviewed, completed and signed.

Contractor Authorized Signatory Listing: A copy of the previously signed CASL is enclosed for your reference. Only those individuals who are named in the Authorized Signatory box may sign Contract documents. If none of the named individuals are able to sign documents at this time, please let me know and a blank CASL form will be sent to you so that the Chief Executive Officer for the Town can reauthorize signatories.

- 2) Standard Contract Form and Commonwealth Terms and Conditions: The Authorized Signatory must complete, sign and hand date the form as the Contractor, on page 1 of this document.
- 3) Record of Environmental Considerations: The FEMA REC, which includes the approved Scope of Work for the project, is included for reference.
- **Budget Information:** The budget has been completed according to the approved budget included in your application, with the funds allocated through the appropriate fiscal years.
- 5) Work Schedule: The work schedule has been prepared to coincide with the contract start and end dates.
- **Designation of Project Manager Form:** The Authorized Signatory must appoint a local Project Manager for this Agreement; please complete and sign the form provided.
- 7) Federal Funding Accountability and Transparency Act (FFATA): This form must be completed and signed in blue ink.
- 8) MEMA Terms and Conditions: These are conditions set forth by MEMA. Please <u>review and sign</u> this document. These conditions/requirements must be satisfied to be eligible for reimbursement.
- 9) 2020 DHS Standard Terms and Conditions: Please review this document; these conditions/requirements must be satisfied to be eligible for funding.
- 10) FEMA Award Letter: A copy of the FEMA Award Letter is enclosed for your reference.

<u>Documents requiring signature must be returned as single-sided, hard copy forms with original signatures.</u>
Scanned and emailed documents are not acceptable for contracts.

Please return this fully executed contract package within 30 days to:

Massachusetts Emergency Management Agency Attn: Beth Dubrawski Mitigation and Recovery Grants Support Coordinator 400 Worcester Road Framingham, MA 01702

Once the Authorized Signatory has signed all required forms, MEMA will approve the contract and return an executed copy to you with a Notice to Proceed. Please carefully review all provisions of the attached grant agreement prior to execution.

Please do not hesitate to contact Beth Dubrawski at (508) 820-1425, or by email at beth.dubrawski@mass.gov, with any questions or concerns regarding these documents.

Sincerely,

Sarah White

State Hazard Mitigation Officer

Sarah MAD.

Enclosures

Region I P.O. Box 116 365 East Street Tewksbury, MA 01876

Tel: 978-328-1500 Fax: 978-851-8218

Region II 20 Forge Parkway Franklin, MA 02038 Tel: 774-762-4877 Region III / IV 1002 Suffield Street Agawam, MA 01001

Tel: 413-750-1400 Fax: 413-821-1599

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the <u>Standard Contract Form Instructions</u> and <u>Contractor Certifications</u>, the <u>Commonwealth Terms and Conditions</u> which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.mass.gov/lists/osd-forms.

	merioration to are also pr	solos de GGB F Simo. IMDS://WWW.mdsS.gov/iists/GSG-IGITIS.				
CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MA Emergency Management Agency MMARS Department Code: CDA				
Legal Address: (W-9, W-4): One Avenue A, Turners	Falls, MA 01376	Business Mailing Address: 400 Worcester Road, Framingham, MA 01702				
Contract Manager: Richard Kuklewicz, Chairman, Board of Selectmen	Phone: (413) 863-3200	Billing Address (if different):				
E-Mail: selectscty@montague-ma.gov	Fax:	Contract Manager: Sarah White, State Hazard Phone: 508-820-2053 Mitigation Officer				
Contractor Vendor Code: VC6000191893		E-Mail: sarah.white@mass.gov	Fax: 508-820-1404			
Vendor Code Address ID (e.g. "AD001"): AD <u>001.</u>		MMARS Doc ID(s): PDMC1903MONTAGUE0000				
(Note: The Address ID must be set up for EFT paym	ents.)	RFR/Procurement or Other ID Number: FY19PDMCPJ				
_X NEW CONTRA	СТ	CONTRACT AMEND	MENT			
PROCUREMENT OR EXCEPTION TYPE: (Check on	e option only)	Enter Current Contract End Date Prior to Amendment:				
Statewide Contract (OSD or an OSD-designated D	Department)	Enter Amendment Amount: \$ (or "no change")				
Collective Purchase (Attach OSD approval, scope	budget)	AMENDMENT TYPE: (Check one option only. Attach de				
X Department Procurement (includes all Grants - 81 Notice or RFR, and Response or other procurement	15 CMR 2.00) (Solicitation	Amendment to Date, Scope or Budget (Attach update				
Emergency Contract (Attach justification for emerg		Interim Contract (Attach justification for Interim Contract				
Contract Employee (Attach Employment Status Fo		Contract Employee (Attach any updates to scope or bu				
Other Procurement Exception (Attach authorizing specific exemption or earmark, and exception justific		Other Procurement Exception (Attach authorizing lang scope and budget)	guage/justification and updated			
The Standard Contract Form Instructions and Cont	ractor Certifications and the fo	llowing Commonwealth Terms and Conditions document Terms and Conditions Commonwealth Terms and Conditions	are incorporated by reference ons For Human and Social			
in the state accounting system by sufficient appropriation Rate Contract. (No Maximum Obligation) Attach de	ons or other non-appropriated fur etails of all rates, units, calculatio	thorized performance accepted in accordance with the terms or ids, subject to intercept for Commonwealth owed debts under ins, conditions or terms and any changes if rates or terms are	815 CMR 9.00. being amended.)			
X Maximum Obligation Contract. Enter total maxim	um obligation for total duration o	f this contract (or new total if Contract is being amended). \$23	7,287.02			
a PPD as follows: Payment issued within 10 days	6 PPD; Payment issued within 1 eason: X agree to standard 45 EFT 45 day payment cycle. See I CE or REASON FOR AMENDM mendment. Attach all supportin.	ENT: (Enter the Contract title, purpose, fiscal year(s) and a de	D; Payment issued within 30 days 19, § 23A); only initial payment etailed description of the scope of tract is to award funds granted			
ANTICIPATED START DATE: (Complete ONE option	only) The Department and Contr	e Montague City Road Flooding Relief project. See attach actor certify for this Contract, or Contract Amendment, that Co	ed, approved Scope of Work.			
X 1. may be incurred as of the Effective Date (latest signal)			ontract obligations.			
		and <u>no</u> obligations have been incurred <u>prior</u> to the Effective	Date.			
3. were incurred as of, 20, a date PRIO authorized to be made either as settlement payment	R to the Effective Date below, ar nts or as authorized reimburseme	nd the parties agree that payments for any obligations incurred ent payments, and that the details and circumstances of all ob ases the Commonwealth from further claims related to these of	d prior to the Effective Date are			
provided that the terms of this Contract and performance	e expectations and obligations s	th no new obligations being incurred after this date unless the hall survive its termination for the purpose of resolving any cla- ing, invoicing or final payments, or during any lapse between	im or dispute, for completing any			
ERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required provals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications equired under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation pon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference erein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as nacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if land using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective ontract.						
AUTHORIZING SIGNATURE FOR THE CONTRACTOR	₹ :	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:				
X:	ate:	X:				
X:	t Time of Signature)	X: Date: (Signature and Date Must Be Handwritten At Time of Signature)				
Print Name:		Print Name: David B. Mahr				
Print Title: Chief Administrative Officer						



WendyB-Montague Board of Selectmen

From:

WPCF Superintendent

Sent:

Thursday, April 1, 2021 10:52 AM

To:

WendyB-Montague Board of Selectmen

Cc:

StevenE - Montague Town Administrator

Subject:

RE: Agenda Item

Attachments:

Abatements_FY21_Second_Half.pdf; WP_BlowerUpgradeProposalLtr20210319.pdf;

2021-03-18 EPA Cover Letter.pdf; CWA-AO-R01-FY21-14 Attachments.pdf; CWA-AO-

R01-FY21-14.pdf

Hey Wendy, here is the final agenda item requests, as well as the supporting documents:

Abatement Requests (Second Half FY21 Billing Cycle)

Execute agreement with Wright-Pierce for Aeration Blower Upgrades in the amount not-to-exceed \$24,700 (from existing DEP GapII Grant work)

Discuss final EPA AO issued March 19, 2021

I estimate discussion on these topics to be around 15-20 minutes, depending on questions/discussions etc. Thank you!

From: WendyB-Montague Board of Selectmen **Sent:** Thursday, March 25, 2021 1:05 PM

To: WPCF Superintendent **Subject:** RE: Agenda Item

Hi Chelsey:

I will place your items on the 4/5/21 agenda. Please forward the supporting documentation before noon on April 1.

Thank you.

Wendy

From: WPCF Superintendent < WPCF.SUPT@montague-ma.gov>

Sent: Thursday, March 25, 2021 12:56 PM

To: WendyB-Montague Board of Selectmen <selectscty@montague-ma.gov>

Subject: RE: Agenda Item

Scratch that last request! can I place the following on for the agenda for Monday April 5, 2021 please? It should be around 10 minutes. Thank you Wendy!

Abatement Requests (Second Half Billing Cycle)

Execute agreement with Wright-Pierce for Aeration Blower Upgrades

From: WPCF Superintendent

Sent: Thursday, March 25, 2021 12:26 PM **To:** WendyB-Montague Board of Selectmen

Subject: Agenda Item

Sewer Abatement FY 2021 Second Half Billing Period

			_									
12	= = = = = = = = = = = = = = = = = = = =	10	ω	ω	7	o	σ ₁	4	ω			
								60 K Street	lue City Rd		or o	Location
								Leaking in winter Lower summer usage than winter	Filled Pool	Discovered Leak in tenants unit	Lower summer usage than winter	Reason for Request
		0					,	ABATE \$960.96	DO NOT ABATE	DO NOT ABATE	ABATE \$1,092.00	Superintendent Recommendation
												Updated Info
								Winter Usage: 113000gal Summer Usage:47000gal (Affects 2nd half billing only) \$684.32-1645.28=-960.96	winter readings used, do not reflect pool filling or garden watering, etc	Leak was from toilet, unable to abate	Winter Usage: 138000gal Summer Usage: 63000gal (Affects 2nd half billing only) \$917.28-2009.28=-1092.00	Notes (\$14.56/1000gallon)

Property sales - not abated, it is the responsibility of the seller/buyer to obtain utility information and determine an equitable solution with respect to payment obligations to the town prior to closing.

Toilet leaks - not abated, water that goes through plumbing devices and reaches the sewer is billed because it is conveyed by the sanitary sewer and treated at the WWTP.



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

March 19, 2021 WP Project No. T15317

Ms. Chelsey Little, Superintendent Water Pollution Control Facility 34 Greenfield Road Montague, MA 01351-9522

SUBJECT:

Town of Montague WPCF - Engineering Assistance for Blower Upgrade Project Proposal for Engineering Services

Dear Chelsey,

The Town of Montague WPCF has received Gap Grant Funding through the Massachusetts Department of Environmental Protection (MA DEP) for Energy Efficiency and Clean Energy Projects at Drinking Water and Wastewater Facilities. The Gap Grant Funding provides a \$150,000 grant to the Town of Montague WPCF and the MA DEP will extend the project funding through the end of June 2022. The Montague WPCF desires to utilize the grant funding to purchase and install two new aeration blowers and master control panel. As requested, we have developed this proposal to provide engineering services to the Town of Montague Water Pollution Control Facility (WPCF) to assist with the selection, procurement, and installation of two new aeration blowers and to ensure that the Town of Montague maintains grant eligibility. Our understanding of the project is summarized below followed by our proposed technical scope and fee.

Background

The Montague WPCF has two aeration tanks that were originally designed as a conventional activated sludge process with stainless steel coarse-bubble diffusers for oxygen transfer. Three multi-stage centrifugal blowers are used to supply air, two rated at 2,000 scfm with 100 Hp motors and one rated at 1,000 scfm with a 50 Hp motor. Dissolved oxygen sensors located in the activated sludge tanks are used to control the speed of the blowers which are equipped with variable frequency drives (VFDs). Each blower is also equipped with a modulating inlet butterfly valve that can be used to modulate the output of the blowers. The WPCF typically utilizes only one aeration tank at a time. The existing air flow rate is controlled by varying the speed of blowers in response to a dissolved oxygen set point in the aeration tanks. It is our understanding that the existing centrifugal aeration blowers have reached their end of life and require replacement.

Project Understanding

The aeration blowers selected to be procured and installed at the Montague WPCF need to be more energy efficient than the current aeration blowers and sized to meet the range of oxygen demand and associated air flow rates. In addition, a future project to replace the existing coarse bubble diffusers with fine bubble diffusers may be implemented. Therefore, the selected blowers need to be sized to operate with the existing coarse bubble air diffusers but will be evaluated for the potential to operate with fine bubble diffusers in the future. The future fine bubble diffusers would require operation at a lower air flow rate but a higher discharge pressure



3/19/2021 Ms. Chelsey Little Page 2 of 4

than the current coarse bubble diffusers. The use of positive displacement tri-lobe blowers or hybrid screw compressor blowers may provide increased energy efficiency and a larger operating range with greater turndown capabilities compared with existing centrifugal blowers.

The Town of Montague WPCF desires to procure and install two new aeration blowers and begin a phased capital improvement project to the existing activated sludge secondary serration system. We have developed the following proposed scope of services to assist the Town while maintaining eligibility for the grant funding that will be available through the end of June 2022. We understand that the Town intends to work with their own staff and local electrical and instrumentation sub-contractors to purchase and install the equipment. As discussed with the MA DEP in February 2021, this approach will still allow the Town of Montague to remain eligible for gap grant funding.

Proposed Scope of Work Task 1 – Basis of Design and Evaluation

Our basis of design evaluation will include the following:

- Utilizing the BioWin process model that will be calibrated and verified under our separate scope of work
 to address your expected EPA Order Review, determine the estimated range of potential oxygen
 demand and associated air flow rates required to meet these minimum and maximum conditions.
 Review available future flow and load projections as presented in the DPC Engineering, LLC's Aeration
 System Upgrades Final Memorandum dated January 2021 and utilize the BioWin® model to assess
 oxygen demand and required air flow rates at projected future minimum, average and maximum day
 conditions.
- Meet with the WPCF staff to discuss the range of oxygen demands and airflow rates to be utilized to meet anticipated current and future conditions.
- Evaluate aeration blower types (positive displacement tri-lobe or hybrid screw compressor, integrally
 geared centrifugal, and high speed turbo), alternative configurations, and quantity to meet air flow
 rates. Evaluate the turndown capacity of up to three different types of aeration blowers to determine
 what type or model aeration blower may be able to meet the full range of air flows required with both
 coarse and fine bubble diffusers. Confirm that selected blower can fit within space of existing blowers
 to be replaced.
- Prepare a draft Technical Memorandum that summarizes the range of oxygen demands and airflow rates to be utilized for the aeration blower(s) basis of design, presents the recommended blower model, type, and quantity, and provides a preliminary opinion of probable procurement and installation cost. The Technical Memorandum will include the final design criteria, blower make and model recommendations.

Wright-Pierce will submit draft Technical Memorandum to the Town of Montague and meet with the WPCF staff to review. Comments received from Montague will be incorporated and the Technical Memorandum will be



finalized. If requested, Wright-Pierce will also attend up to one WPCA meeting to present the recommended improvements.

Task 2 - Procurement Assistance

Once the Montague WPCF staff has accepted the Basis of Design information and agreed on the blower(s) to be purchased, Wright-Pierce will assist the WPCF staff in procuring the blowers equipment by performing the following:

- Preparation of a procurement package to allow the WPCA to obtain bids for the recommended blowers. The procurement package would include an Invitation to Bid, Bid Form, Summary of Work, and Blower Technical Specifications.
- Prepare a sketch of the existing blower room using a scanned image showing location proposed blowers and connection to existing air piping within the room as well as location of Master Control Panel.
- Provide necessary information to JKMuir and / or Eversource in support of the energy efficiency rebate incentive applications.
- If selected blower is recommended to be provided by a single manufacturer, prepare a procurement justification letter to the Town of Montague Board of Selectman for sole-source purchasing of the Aeration Blowers.
- Attend up to two meetings for Town committees, boards, WPCA etc. to assist with the procurement of the blower(s).

Task 3 – Construction Administration Assistance

Wright-Pierce understands that the Town of Montague will not be contracting with a General Contractor to conduct the project. To assist the WPCF Staff during construction, we propose the following scope:

- Review of manufacturers' shop drawings and other submittals to verify equipment sizing and installation details.
- Assist WPCF Staff with the scope of services for any subcontractors to perform work on site including any electrical / instrumentation & controls scope. Review proposals from subcontractors and provide comments to the WPCF Staff for consideration.
- Assist WPCF Staff and / or JKMuir with any follow-up required for energy incentive applications and / or letters of agreement through Eversource.
- Provide up to 2 full days or 4 half days of commissioning and start-up assistance in the field as requested by the WPCF staff.
- Prepare a supplement to the WPCF's existing O&M manual to provide the necessary operations, maintenance, and troubleshooting for the new blowers to replace the existing information. Wright-Pierce will provide both a hard copy as well as an electronic version of this supplement so that it can be incorporated into the existing O&M Manual.



 Develop process and electrical record drawings to show the modifications at the request of the WPCF Staff. The Record Drawings will be based on available drawings of the facility and no new drawings will be created.

Proposed Fee

Our proposed fee for performing these services, including all labor and expenses, is \$24,700 with the following breakdown per task:

Task Name	Estimated Hours	Reimbursable Expenses	Total Budget
Task 1 – Basis of Design / Evaluation	43	\$0	\$6,700
Task 2 – Procurement Assistance	28	\$300	\$3,600
Task 3 – Construction Administration Assistance	100	\$150	\$14,400
TOTAL BUDGET	171	\$450	\$24,700

We would invoice the Town on a time charge basis with a not-to-exceed cost of \$24,700. If this proposal is acceptable to the Town, Wright-Pierce will prepare an engineering agreement for review and approval. We appreciate the opportunity to work with the Town. Should you have any questions or require additional information, please call.

Sincerely,

WRIGHT-PIERCE

Christopher N. Pierce, PE

Vice President

chris.pierce@wright-pierce.com

Lisa M. Muscanell-DePaola, PE

Y.M. Muxamell- Delash

Lead Project Engineer / Project Manager

lisa.muscanell@wright-pierce.com





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 1 5 POST OFFICE SQUARE, SUITE 100 BOSTON, MA 02109-3912

BY ELECTRONIC MAIL AND CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Dated as shown on electronic signature

Steven Ellis, Town Administrator 1 Avenue A
Turners Falls, MA 01376
townadmin@montague-ma.gov

Re:

In the Matter of the Town of Montague, Administrative Order,

Docket No. CWA-AO-R01-FY21-14

Dear Mr. Ellis,

Enclosed is an Administrative Order ("Order") issued by the U.S. Environmental Protection Agency ("EPA") pursuant to Sections 308(a) and 309(a)(3) of the Clean Water Act, 33 U.S.C §§ 1318(a) and 1319(a)(3). The Order addresses the Town of Montague's compliance with requirements in its National Pollutant Discharge Elimination System permit (No. MA0100137) to meet numeric effluent limitations and minimize Combined Sewer Overflows.

Jack Melcher of my staff has consulted with Chelsey Little, Superintendent of the Water Pollution Control Facility regarding the schedule included in this Order. Please contact Jack at telephone number (617) 918-1663 regarding any technical issues. Legal issues may be directed to Tonia Bandrowicz, Senior Enforcement Counsel, at (617) 918-1734.

Sincerely,

JAMES CHOW CHOW Date: 2021.03.18 11:44:53

James Chow, Deputy Director Enforcement and Compliance Assurance Division U.S. EPA, Region 1

cc (electronic only):
Jack Melcher, EPA
Tonia Bandrowicz, EPA
Matthew Sokop, MassDEP
Chelsey Little, Montague Water Pollution Control Facility

Enclosure: Administrative Order with two attachments

Attachment 1

Effluent Limit Exceedances between April 1, 2020, and January 31, 2021

Effluent Limit Exceedances Report

MONTAGUE W P C F

MA0100137

4/1/2020 12:00:00 AM to 2/1/2021 12:00:00 AM

Perm Feature ID	Monitoring Period End Date	Parameter Desc	Statistical Base Short Desc	Limit Value	DMR Value	Limit Unit Short Desc
001	04/30/2020	Chlorine, total residual	DAILY MX	1	1.31	mg/L
001	04/30/2020	E. coli, thermotol, MF, MTEC	DAILY MX	409	1120	CFU/100mL
001	04/30/2020	E. coli, thermotol, MF, MTEC	MO GEO	126	159	CFU/100mL
001	04/30/2020	Solids, total suspended	MO AVG	30	46	mg/L
001	05/31/2020	BOD, 5-day, 20 deg. C	MO AVG	30	33.6	mg/L
001	05/31/2020	Chlorine, total residual	DAILY MX	1	1.08	mg/L
001	06/30/2020	Chlorine, total residual	DAILY MX	1	1.05	mg/L
001	06/30/2020	E. coli, thermotol, MF, MTEC	DAILY MX	409	2420	CFU/100mL
001	07/31/2020	BOD, 5-day, 20 deg. C	MO AVG	30	47.6	mg/L
001	07/31/2020	Chlorine, total residual	DAILY MX	1	1.6	mg/L
001	07/31/2020	E. coli, thermotol, MF, MTEC	DAILY MX	409	1299.7	CFU/100mL
001	07/31/2020	Solids, total suspended	MO AVG	30	35	mg/L
001	08/31/2020	BOD, 5-day, 20 deg. C	MO AVG	30	58	mg/L
001	08/31/2020	BOD, 5-day, 20 deg. C	WKLY AVG	45	62.7	mg/L
001	08/31/2020	Chlorine, total residual	DAILY MX	1	1.22	mg/L
001	08/31/2020	E. coli, thermotol, MF, MTEC	DAILY MX	409	866.4	CFU/100mL
001	08/31/2020	Solids, total suspended	MO AVG	30	47	mg/L
001	08/31/2020	Solids, total suspended	WKLY AVG	45	68.7	mg/L
001	09/30/2020	E. coli, thermotol, MF, MTEC	DAILY MX	409	461.1	CFU/100mL
001	10/31/2020	E. coli, thermotol, MF, MTEC	DAILY MX	409	2420	CFU/100mL

Attachment 2

Summary of Discharges from the Greenfield Road CSO outfall between May 1, 2020 and December 31, 2020

Attachment 2 - Discharges from the Greenfield Road CSO Outfall Between May 1, 2020 and December 31, 2020 $\,$

		Duration		Volume	Rain
Date/Time start	Date/Time stop	(hours)	Location	(gallons)	(in)
05/15/2020 20:35	05/15/2020 21:15	0.51	Greenfield Rd	9,074	0.51
06/28/2020 14:55	06/28/2020 16:25	1:30	Greenfield Rd	29,878	1.61
07/17/2020 5:10	07/17/2020 6:10	1:00	Greenfield Rd	15,515	0.62
08/27/2020 14:00	08/27/2020 14:50	0:50	Greenfield Rd	10,697	0.59
09/30/2020 6:55	09/30/2020 7:25	0:30	Greenfield Rd	3,178	1.34
11/30/2020 17:00	11/30/2020 23:10	6:10	Greenfield Rd	90,132	3.01

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 1

IN THE MATTER OF)	DOCKET NO. CWA-AO-R01-FY21-14
Town of Montague, Massachusetts)	FINDINGS OF VIOLATION
Proceedings Under Sections 308(a) and)	AND
309(a)(3) of the Clean Water Act, 33 U.S.C. §§ 1318(a) and 1319(a)(3))	ORDER FOR COMPLIANCE
)	

I. STATUTORY AUTHORITY

The following FINDINGS are made, and ORDER issued pursuant to Section 308(a) and Section 309(a)(3) of the Clean Water Act, (the "Act"), 33 U.S.C. §§ 1318 and 1319(a)(3). Section 309(a)(3) of the Act grants the Administrator of the U.S. Environmental Protection Agency ("EPA") the authority to issue orders requiring persons to comply with Sections 301, 302, 306, 307, 308, 318 and 405 of the Act and any permit condition or limitation implementing any of such sections in a National Pollutant Discharge Elimination System ("NPDES") permit issued under Section 402 of the Act, 33 U.S.C. § 1342. Section 308(a) of the Act, 33 U.S.C. § 1318(a), authorizes EPA to require the submission of any information required to carry out the objectives of the Act. These authorities have been delegated to the EPA Region 1 Administrator, and, in turn, to the EPA, Region 1 Director of the Enforcement and Compliance Assurance Division (the "Director").

The Order herein is based on findings of violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a). Pursuant to Section 309(a)(5)(A) of the Act, 33 U.S.C. § 1319(a)(5)(A), the Order provides a schedule for compliance which the Director has determined to be reasonable.

II. **DEFINITIONS**

Unless otherwise defined herein, terms used in this Order shall have the meaning given to those terms in the Act, 33 U.S.C. §§ 1251 *et seq.*, and the regulations promulgated thereunder, and any applicable NPDES permit. For the purposes of this Order, "NPDES Permit" means the Town of Montague, Massachusetts NPDES Permit, No. MA0100137, and all amendments and modifications thereto, and renewals thereof, as are applicable and in effect at the time.

III. FINDINGS

The Director makes the following findings of fact:

- 1. The Town of Montague (the "Town") is a municipality, as defined in section 502(4) of the Act, 33 U.S.C. § 1362(4), established under the laws of the Commonwealth of Massachusetts, and, therefore, a person under Section 502(5) of the Act, 33 U.S.C. § 1362(5).
- 2. The Town is the owner and operator of a Publicly Owned Treatment Works

 ("POTW"), which includes a wastewater collection system ("Collection System")

 consisting of approximately 68 miles of combined and separated sewer lines, eight

 pump stations, a Water Pollution Control Facility (the "WPCF"), and two combined

 sewer overflow ("CSO") outfalls.
- 3. The POTW serves a population of approximately 5,500 residents in Montague,

 Massachusetts and a portion of Gill, Massachusetts. The WPCF is designed to treat an
 annual average daily flow of 1.83 million gallons per day ("MGD").
- 4. The Town's POTW discharges treated effluent from outfall serial number 001 and from its two CSO outfalls to the Connecticut River. Outfall serial number 001 and the

- Town's CSO outfalls are point sources, as defined in section 502(14) of the Act, 33 U.S.C. § 1362(14).
- 5. The Town discharges pollutants, as defined in Sections 502(6) and (12) of the Act, 33 U.S.C. §§ 1362(6) and (12), from outfall serial number 001 and from its two CSO outfalls.
- 6. The Connecticut River is designated a Class B waterway under the Massachusetts

 Surface Water Quality Standards and is a navigable water under section 502(7) of the

 Act, 33 U.S.C. § 1362(7).
- 7. On September 22, 2008, the Town was issued NPDES Permit No. MA0100137 by the Director of the Office of Ecosystem Protection of EPA, Region 1, under the authority given to the Administrator of EPA by Section 402 of the Act, 33 U.S.C. § 1342. This authority has been delegated by the Administrator of EPA to the Regional Administrator of EPA, Region 1 and, in turn, to the Director of the Office of Ecosystem Protection.
- 8. On June 11, 2020, EPA issued Administrative Order Docket No. CWA-AO-R01-FY20-31 ("June 2020 Order") to address non-compliance with the NPDES Permit, including effluent limits, Combined Sewer Overflows, and the Town's Industrial Pretreatment Program.

Effluent Limit Exceedances

- 9. Part I.A.1 of the NPDES Permit establishes effluent limitations and monitoring requirements for the discharge of treated effluent from outfall serial number 001.
- 10. During April 1, 2020, through January 31, 2021, in violation of the NPDES Permit, the Town discharged wastewater containing Total Suspended Solids ("TSS"),

- Biochemical Oxygen Demand ("BOD"), *E. coli* bacteria ("E. coli"), and Total Residual Chlorine ("TRC") in amounts greater than the effluent limitations for outfall serial number 001 contained in the NPDES Permit.
- 11. Attachment 1 of this Order provides a list of effluent limit exceedances between April 1, 2020, and January 31, 2021.
- 12. The Massachusetts Department of Environmental Protection ("MassDEP") sent a Notice of Noncompliance in September 2020 to address E. coli and TRC effluent limit exceedances.
- 13. EPA sent a comment letter in October 2020 to address BOD and TSS effluent limit exceedances.
- 14. In its responses to the MassDEP Notice of Noncompliance and the EPA comment letter, dated November 2, 2020 and November 4, 2020, respectively, the Town stated that it planned to acquire a new solids dewatering press to facilitate compliance with the effluent limits in the NPDES Permit.

Combined Sewer Overflows - Maximization of Flow through the Wastewater Treatment Facility

- 15. Part I.B.2.a(4) of the NPDES Permit requires the Town to maximize flow to the WPCF for treatment.
- 16. The Town's "WPCF Process Schematic," dated October 4, 2014, displays a Wet
 Weather Chlorine Contact Tank ("WWCCT") to be used in parallel with secondary
 treatment.
- 17. The Town's "July 2020 Effluent Limit Compliance Report," submitted in response to the June 2020 Order, states that the Town was using its WWCCT to buffer the influent flow and regulate flow to the secondary system.

- 18. The Town's "Bypass of Secondary Treatment Annual Report 2020," dated February 12, 2021, states that the Town did not discharge from its WWCCT between May 1, 2020 and December 31, 2020.
- 19. The Town's Bypass of Secondary Treatment Annual Report 2020 states that the

 Town discharged from the Greenfield Road CSO outfall adjacent to the WPCF on six

 days between May 1, 2020 and December 31, 2020.
- 20. A table summarizing the Town's discharges from the Greenfield Road CSO outfall between May 1, 2020 and December 31, 2020, is provided in Attachment 2 of this Order.
- 21. On November 30, 2020, the Town discharged 90,000 gallons of untreated combined (wastewater and stormwater) sewage from the Greenfield Road CSO outfall.
- 22. The Town's practice of utilizing the WWCCT as described in the July 2020 Effluent
 Limit Compliance Report rather than in parallel with secondary treatment as
 described in the 2014 WPCF Process Schematic failed to maximize flow through
 primary and secondary treatment on November 30, 2020 as required by Part
 I.B.2.a(4) of the NPDES Permit.

Summary

23. Section 301(a) of the Act, 33 U.S.C. § 1311(a), makes unlawful the discharge of pollutants to waters of the United States except in compliance with the terms and conditions of an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.

24. The Town's discharges of pollutants from the POTW to the Connecticut River in violation of the NPDES Permit is a violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a).

IV. ORDER

Accordingly, pursuant to Sections 308(a) and 309(a)(3) of the Act, it is hereby ordered that:

- 1. By September 30, 2021, the Town shall submit to EPA and MassDEP an Effluent Limit Compliance Plan for maintaining consistent compliance with the effluent limits in the NPDES Permit. The Effluent Limit Compliance Plan shall take into consideration the installation of a new dewatering press and include a schedule for implementing the work required for compliance with the BOD, TSS, E. coli, and TRC limits in the NPDES Permit. Upon submission to EPA and MassDEP, the Town shall immediately start implementing the Effluent Limit Compliance Plan in accordance with the schedule set out in the Plan, subject to the Town addressing any comments provided by EPA and MassDEP. The Effluent Limit Compliance Plan, as may be modified to address EPA and MassDEP comments, shall be enforceable under this Order.
- 2. By September 30, 2021, the Town shall submit to EPA and MassDEP a High-Flow Management Plan. The High-Flow Management Plan shall include, at a minimum, the following:
 - a. An evaluation of the maximum flow that can be provided full secondary treatment
 by the WPCF;

- b. An evaluation of the maximum flow that can be provided at least primary treatment and disinfection by the WPCF; and
- Procedures to maximize pollutant removal at the WPCF and minimize the volume of discharges through the CSO outfalls.

Upon submission to EPA and MassDEP, the Town shall immediately start implementing the High-Flow Management Plan in accordance with the schedule set out in the Plan subject to the Town addressing any comments provided by EPA and MassDEP. The High-Flow Management Plan, as may be modified to address EPA and MassDEP comments, shall be enforceable under this Order.

3. By July 31, 2021, the Town shall submit to EPA and MassDEP a 2021

Administrative Order Progress Report describing the Town's progress in preparing the Effluent Limit Compliance Plan (pursuant to Paragraph IV.1, above) and the High-Flow Management Plan (pursuant to Paragraph IV.2, above).

V. NOTIFICATION PROCEDURES

1. Where this Order requires a specific action to be performed within a certain time frame, the Town shall submit to EPA a written notice of compliance or noncompliance with such action within seven (7) days following the applicable deadline; however, written notice of compliance is not necessary if the action required by the Order is submission of a document, report, or other written material, and the Town has timely submitted such document, report, or written material to EPA.

- 2. If noncompliance is reported, the written notice submitted to EPA must include the following information:
 - a. A description of the noncompliance;
 - b. A description of any actions taken or proposed by the Town to comply with the required action;
 - c. A description of any factors that tend to explain or mitigate the noncompliance;
 - d. A date by which the Town will perform the required action.
- 3. After a notification of noncompliance has been submitted to EPA, the Town must achieve compliance as expeditiously as possible, but by no later than the date submitted to EPA pursuant to paragraph V.2.d., and submit to EPA the required document, report, or written material, as applicable, or a written notice that compliance with the action has been achieved.
- 4. Submissions required by this Order shall be in writing and shall be provided in an electronic format to EPA at the following address:

melcher.john@epa.gov

5. Submissions required by this Order shall be in writing and shall be provided in an electronic format to MassDEP at the following address:

matthew.sokop@mass.gov

6. EPA shall notify the Town in writing of any changes to the contact persons or addresses.

VI. GENERAL PROVISIONS

- 1. This Order does not constitute a waiver or a modification of the terms and conditions of the NPDES Permit. The NPDES Permit remains in full force and effect. EPA reserves the right to seek any and all remedies available under Section 309 of the Act, 33 U.S.C. § 1319, as amended, for any violation cited in this Order.
- 2. The Town may seek federal judicial review of this Order pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.
- 3. This Order shall become effective upon receipt by the Town.

JAMES CHOW Date: 2021.03.18 11:42:49
-04'00'

James Chow, Deputy Director for Karen McGuire, Director Enforcement and Compliance Assurance Division U. S. Environmental Protection Agency, Region 1

AGREEMENT

BY AND BETWEEN

TOWN OF MONTAGUE

AND

FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY, INC.

THIS AGREEMENT, was made as of the _	_23rd_	day of	_March_	, 2021 by and between
the Town of MONTAGUE, Massachusetts	(herein	after referred	as the M	UNICIPALITY) and FRANKLIN
COUNTY REGIONAL HOUSING AND	REDE	VELOPMEN	T AUTH	IORITY, INC. (HRA), hereinafter
referred to as the CONSULTANT).				

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of FY2020 of the Avenue A Streetscape Phase III Project, Montague Housing Rehabilitation Program, Montague Youth Leadership Program, Montague Home Delivered Meals Program, Family Learning Together Program, Western Massachusetts Recovery Learning Community Program, and the Hillcrest Neighborhood Playground Design Program (hereinafter referred collectively as "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 FY2020 Grant Program objectives.

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

- 1. ENGAGEMENT OF CONSULTANT: The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
- 2. SCOPE OF SERVICES: The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of MONTAGUE, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.
- 3. RESPONSIBILITY OF THE MUNICIPALITY: The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
- 3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is Steven Ellis, Town Administrator. TELEPHONE (413.863.3200 x 110).

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

Progress Report #	Quarter Ending	DATE DUE
1	03/31/2021	04/15/2021
2	06/30/2021	07/15/2021
3	09/30/2021	10/15/2021
4	12/31/2021	01/15/2022
5	03/31/2022	04/15/2022
6	06/30/2022	07/15/2022

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

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

- 6. TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about January 1, 2021 and shall be undertaken and completed in sequence as to assure their expeditious completion.
- 6.1 All services required hereunder shall be completed by June 30, 2022.
- 7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed ONE HUNDRED FIFTY THOUSAND Dollars (\$150,000.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

- 8.1 RETENTION OF RECORDS: The CONSULTANT shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.
- 8.1.1 Program Income: If the CONSULTANT's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, CONSULTANT will track, report and utilize any and all such program income generated through CDBG funded activities as required by Mass. CDBG.

- 8.1.1. Photographic Documentation (for construction projects only): CONSULTANT shall submit photographs to the MUNICIPALITY of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of the quarterly report.
- 8.2 ACCESS TO RECORDS: The CONSULTANT shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.
- 8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.
- 8.3.1 In the event of termination, the CONSULTANT will be compensated for services provided to the date of termination, according to the "Method and Schedule of Compensation," Attachment B.
- 8.4 AMENDMENTS: This Agreement may be amended provided such amendment is in writing and executed by the parties to this Agreement and receives approval from DHCD prior to its effective date.
- NON-DISCRIMINATION: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478; Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

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

- 8.6 PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in and Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The CONSULTANT shall maintain records sufficient to detail the process for procurement.
- 8.7 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11478, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246 Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 8.8 EMPLOYMENT OPPORTUNITIES: Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.
- 8.9 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 526.
- 8.10 LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.
- 8.11 CONFLICT OF INTEREST: The CONSULTANT shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c.268A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq.
- 8.12 DOMESTIC PREFERENCES FOR PROCUREMENTS: Pursuant to 2 CFR § 200.322, the CONSULTANT should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The CONSULTANT shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.
- 8.13 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the MUNICIPALITY's Grant Agreement with DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster

Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The CONSULTANT shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.

- 9. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for Mass. CDBG, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.
- 10. INDEMNIFICATION: The CONSULTANT shall indemnify, defend, and hold the MUNICIPALITY harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the CONSULTANT's breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the agents or employees.
- 11. LICENSES: The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, Attachment A, as required by federal, state or local laws or regulations, and shall comply with the provisions of 2 CFR Part 200.325 with respect to any bonding or other insurance requirements.
- 12. CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by; program participants, the MUNICIPALITY, and DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

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

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

- 13. COPYRIGHT: No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.
- 14. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the MUNICIPALITY or the CONSULTANT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the CONSULTANT will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 15. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: If the amount of the contract or subgrant exceeds \$150,000, the CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- 16. ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201): Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan must be issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 17. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter "SAM"), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The MUNICIPALITY is not currently debarred or suspended by the federal or state government under any law or regulation.
- 18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.
- 19. CLOSEOUT: The CONSULTANT shall follow such policies and procedures with respect to closeout 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:

Pursuant to Massachusetts General Laws, Chapter 62C, S of perjury that to the best of his/her knowledge and belief Commonwealth relating to taxes, reporting of employees remitting child support.	ection 49A, I certify under the penalties I am in compliance with all laws of the
Contractor: By: Gina Govoni, Executive Director	Date

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

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

Approvals and Signatures

By: TOWN/CITY OF:	By: CONSULTANT
Authorized Signatory Date Certification as to Availability of Funds:	name Gina Govoni Date Approval of Contract as to Form:
Town/City Accountant Date	
Approval of Contract as to Appropriate Procurer Method	ment
Town/City Procurement Officer I	Date

ATTACHMENT A

TOWN OF MONTAGUE CONSULTANT SCOPE OF SERVICES

The following outlines the scope of consulting services which the Franklin County Regional Housing and Redevelopment Authority (the CONSULTANT) will perform as administering agent for the Town of Montague's FY 2020 Community Development Fund /Massachusetts Community Development Block Grant (the GRANT). The CONSULTANT will provide all administrative and program services necessary to implement the GRANT and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Department of Housing and Community Development (DHCD).

GENERAL ADMINISTRATION

The CONSULTANT will perform the following tasks:

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

- 5. Use the DHCD Grant Management System to report all activities, expenditures, drawdowns, contracts, contract and budget amendments, and all other grant-related functions through closeout.
 - a) Prepare drawdowns for submission
 - b) Monitor drawdowns requested, received, and funds disbursed
 - c) Maintain CGMS, enter transactions, monitor for performance, act as the primary contact with DHCD fiscal and program representatives

PROGRAM DELIVERY

- 1. Execute all Program activities according to the approved FY 2020 Montague Community Development Fund application, including:
 - a) Avenue A Streetscape Phase III Project
 - b) Montague Housing Rehabilitation Program
 - c) Montague Youth Leadership Program (subcontracted to The Brick House Community Resource Center)
 - d) Montague Home Delivered Meals Program (subcontracted to LifePath, Inc.)
 - e) Family Learning Together Program (subcontracted to Montague Catholic Social Ministries)
 - f) The Western Massachusetts Recovery Learning Community Program Montague (subcontracted to The Western Massachusetts Recovery Learning Community)

PROGRAM INCOME

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

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

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

CONTACTS: The contact person for the Town of Montague will be Steve Ellis, Town Administrator. The contact person for the Consultant will be Brian McHugh, Director of Community Development.

ATTACHMENT B

METHOD AND COMPENSATION SCHEDULE

The CONSULTANT will prepare and submit drawdowns to Mass. CDBG according to the approved GRANT budget as needed to cover expenses of the GRANT as well as the CONSULTANT's fee. The CONSULTANT will maintain on file for seven years after GRANT closeout original invoices to document drawdown requests.

CONSULTANT Fee and Program Schedule:

	2020 Montague	General Adr	nin and Program	Delivery				
	3	4	4	GENERAL	ADMIN		GA COMBINED	
POSITION	HR	PSS	HILLCREST PLAYGROUND DESIGN	AVENUE A Lighting IMP III	CD DEPT SHARE	COST CENTER SHARE	TOTAL	GA combind FOR CD84 APPLICATION
						. 34 L		
		- 2					27	
Director of CD	3,150	3,500	3,150	11,201	11,551		32,552	11,551
Admin Azsistant	3,726	828		2,484	2,484	CONTRACTOR OF THE PARTY OF THE	9,521	2,484
CD Program Manager	q	1,055	1,582	6,330	3,956		12,923	3,956
Rehab Specialist /Construction Coordinator	7 200						40.740	
	7,386				2,954		10,340	2,954
Construction Coopernator	0			7.000			7.000	
Infrastructure Coordinator	0	*		7,006	312	40.777	7,006	PROPERTY.
COST CENTER SALARIES Total	-	5 393	A 777	37.030	30.000	19,758	19,758	19,758
10tai	14,261	5,383	4,733	27,020	20,945	19,758	92,100	40,703
Fringe Benefits								
45%	6,418	2,422	2,130	9,006	9,425	8,891	38,292	18,316
Subtotal A Personnel	20,679	7,805	6,862	36,026	30,370	29,649	130,392	59,019
Memberships/Pubs	200				100	75	375	175
Training & Ed	100	100	100	200	300	220	1,020	520
Travel	200	100	50	200	300	300	1,150	600
Acctng/Disb		155		200	300	300	1,134	-
Legal	250				250	213	713	465
Advertising	100	100	100	900	200	200	1,600	400
Regrod/Printing	500	150		200	50	50	950	100
Communications	200	200	100	200	300	300	1,300	600
Supplies & Materials		100	150	600	150	150	1.150	300
Audit	0				1,000	1,000	2,000	2.000
Other-Space, utilites & Insur	0				2,000	2,000	4,000	4,000
Equip	o	- 1		150	100	100	350	200
Prof Servs	o				1,000	1,000	2,000	2,000
App Prep	0				3,000		3,000	3,000
Subtotal B	1,550	750	500	2,450	8,750	5,600	19,608	14,360
Total A and B	22,229	8,555	7,362	38,476	39,120	34,257	150,000	73.379
perunit	7,410							
Program Funds	120,000	86,000	11,820	313,699			525,519	675,519
GRANT TOTALS	142,229	88.555	19,182	352,175	39,120	34,257	675,519	
MAX Total Grant Funds	675,519							

General Administration and Program Delivery Administration = \$150,000.00

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

AGREEMENT

BY AND BETWEEN

TOWN OF MONTAGUE

AND

THE BRICK HOUSE COMMUNITY RESOURCE CENTER, INC.

THIS AGREEMENT, was made as of the 23rd day of March, 2021 by and between the **Town of MONTAGUE**, Massachusetts (hereinafter referred as the MUNICIPALITY) and **The Brick House Community Resource Center, Inc.,** located at 24 Third Street, Turners Falls, Massachusetts, hereinafter referred to as the SUB GRANTEE).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of FY2020 **Montague Youth Leadership Program** (hereinafter referred to as the "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 FY2020 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 Steven Ellis, Town Administrator. TELEPHONE (413.863.3200 x 110).

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

Progress Report #	Quarter Ending	DATE DUE
1	06/30/2021	07/15/2021
2	09/30/2021	10/15/2021
3 %	12/31/2021	01/15/2022
4	03/31/2022	04/15/2022

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 DHCD.

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 April 1, 2021, and shall be undertaken and completed in sequence as to assure their expeditious completion.
- 6.1 All services required hereunder shall be completed by March 31, 2022.
- 7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the SUB GRANTEE a total fee in amount not to exceed TWENTY THOUSAND Dollars (\$20,000.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

- RETENTION OF RECORDS: The SUB GRANTEE shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The SUB GRANTEE shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.
- 8.1.1 Program Income: If the SUB GRANTEE's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, SUB GRANTEE will track, report and utilize any and all such program income generated through CDBG funded activities as required by Mass. CDBG.

- 8.1.1. Photographic Documentation (for construction projects only): SUB GRANTEE shall submit photographs to the MUNICIPALITY of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of the quarterly report.
- 8.2 ACCESS TO RECORDS: The SUB GRANTEE shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the 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 DHCD prior to its effective date.
- 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 and Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The 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 DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The 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 DHCD.

- 9. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for Mass. CDBG, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.
- 10. INDEMNIFICATION: The 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 DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

The 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 DHCD, 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)).

- 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).
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Certificate of Tax Compliance Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A of perjury that to the best of his/her knowledge and belief I am in co Commonwealth relating to taxes, reporting of employees and contra remitting child support.	ompliance with all laws of the
Contractor: By: Kwamane Harris, 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:		By: SU	B GRANTEE	
Authorized Signatory Da	ate	name	Kwamane Harris	Date
Certification as to Availability of Funds:	Ŧ	Approv	ral of Contract as to Form:	
Town/City Accountant D	ate	Town C	Counsel/City Solicitor	Date
Approval of Contract as to Appropriate Proce Method	urement			
Town/City Procurement Officer	Date			

ATTACHMENT A

TOWN OF MONTAGUE SUB GRANTEE SCOPE OF SERVICES

The following outlines the scope of services which the Brick House Community Resource Center, Inc. (the SUB GRANTEE) will perform for the Town of Montague's FY 2020 Community Development Fund /Massachusetts Community Development Block Grant (the GRANT). The SUB GRANTEE will provide all administrative and program services necessary to implement the GRANT and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Franklin County Regional Housing and Redevelopment Authority (as administering agent).

GENERAL ADMINISTRATION

The SUB GRANTEE will perform the following tasks:

- 1. Provide administrative and policy oversight to ensure the all SUB GRANTEE 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.
- 3. Prepare and submit all required reports to Franklin County Regional Housing and Redevelopment Authority to be shared with DHCD and Town residents.

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2020 Montague Community Development Fund application: "Montague Youth Leadership Program"

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

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

CONTACTS: The contact person for the Sub Grantee will be Sharon Pleasant, Community Development Program Manager: Franklin County Regional Housing & Redevelopment Authority, 241 Millers Falls Road, Turners Falls, MA 01376 413.863.9781 or spleasant@fcrhra.org

ATTACHMENT B

Method and Schedule of Compensation

The Town will pay The Brick House Community Resource Center, Inc. (SUB GRANTEE)

\$20,000.00 for implementation of the **Montague Youth Leadership Program** ("the Program") of the 2020 Town of Montague Community Development Fund grant program for the program year ending June 30, 2022. Should any extension of the Project beyond that date be agreed to as a Grant Agreement by DHCD, SUB GRANTEE will, with the Town's written approval, continue to provide the services under this contract as long as such Grant Agreement remains in effect. Payment to SUB GRANTEE will be as specified below.

- a) <u>SUB GRANTEE</u> may invoice monthly or quarterly for the months of April 1, 2021 through March 2022 up to a maximum of \$20,000.00, providing satisfactory progress towards goal is achieved.
- b) Billings shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town's Administrating Agent for this grant, and should be accompanied by a budget breakdown of expenses. On a quarterly basis, participant documentation must be submitted.
- c) HRA will drawdown funds from DHCD for approved, eligible expenses upon receipt of billings from SUB GRANTEE. Payment shall be made promptly by HRA upon receipt of funds from DHCD.



AGREEMENT

BY AND BETWEEN

TOWN OF MONTAGUE

AND

LifePath, Inc.

THIS AGREEMENT, was made as of the 23rd day of March, 2021 by and between the **Town of MONTAGUE**, Massachusetts (hereinafter referred as the MUNICIPALITY) and **LifePath**, **Inc.**, located at 101 Munson Street; Suite 201, Turners Falls, Massachusetts, (hereinafter referred to as the SUB GRANTEE).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of FY2020 **Montague Home Delivered Meals Program** (hereinafter referred to as the "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 FY2020 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 Steven Ellis, Town Administrator. TELEPHONE (413.863.3200 x 110).
- 4.1 REPORTING: The SUB GRANTEE will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

Progress Report #	Quarter Ending	DATE DUE
1	06/30/2021	07/15/2021
2	09/30/2021	10/15/2021
3	12/31/2021	01/15/2022
4	03/31/2022	04/15/2022

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 DHCD.

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 April 1, 2021 and shall be undertaken and completed in sequence as to assure their expeditious completion.
- 6.1 All services required hereunder shall be completed by March 31, 2022.
- 7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the SUB GRANTEE a total fee in amount not to exceed TWENTY THOUSAND Dollars (\$20,000.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

- 8.1 RETENTION OF RECORDS: The SUB GRANTEE shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The SUB GRANTEE shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.
- 8.1.1 Program Income: If the SUB GRANTEE's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, SUB GRANTEE will track, report and utilize any and all such program income generated through CDBG funded activities as required by Mass. CDBG.
- 8.1.1. Photographic Documentation (for construction projects only): SUB GRANTEE shall submit photographs to the MUNICIPALITY of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of the quarterly report.

- 8.2 ACCESS TO RECORDS: The SUB GRANTEE shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the 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 DHCD prior to its effective date.
- 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 and Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well

as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The 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 DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended

from time to time. The 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 DHCD.

- 9. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for Mass. CDBG, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.
- 10. INDEMNIFICATION: The 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 DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

The 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 DHCD, 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)).

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.
- 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 closeout 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: Barbara Bodzin, 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		By: SUB GRANTEE	
Authorized Signatory Certification as to Availability of Funds:	Date	Name: Barbara Bodzin, Executive Dire Approval of Contract as to Form:	ector /Date
Town/City Accountant	Date	Town Counsel/City Solicitor	Date
Approval of Contract as to Appropriate F Method	Procurement		
Town/City Procurement Officer	Date		

ATTACHMENT A

TOWN OF MONTAGUE SUB GRANTEE SCOPE OF SERVICES

The following outlines the scope of services which LifePath, Inc. (the SUB GRANTEE) will perform for the Town of Montague's FY 2020 Community Development Fund /Massachusetts Community Development Block Grant (the GRANT). The SUB GRANTEE will provide all administrative and program services necessary to implement the GRANT and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Franklin County Regional Housing and Redevelopment Authority (as administering agent).

GENERAL ADMINISTRATION

The SUB GRANTEE will perform the following tasks:

- 1. Provide administrative and policy oversight to ensure the all SUB GRANTEE 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.
- 3. Prepare and submit all required reports to Franklin County Regional Housing and Redevelopment Authority to be shared with DHCD and Town residents.

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2020 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 01301

CONTACTS: The contact person for the Sub Grantee will be Sharon Pleasant, Community Development Program Manager: Franklin County Regional Housing & Redevelopment Authority, 241 Millers Falls Road, Turners Falls, MA 01376 413.863.9781 or spleasant@fcrhra.org

ATTACHMENT B

Method and Schedule of Compensation

The Town will pay LifePath, Inc. (SUB GRANTEE)

\$20,000.00 for implementation of the **Montague Home Delivered Meals Program** ("the Program") of the 2020 Town of Montague Community Development Fund grant program for the program year ending June 30, 2022. Should any extension of the Project beyond that date be agreed to as a Grant Agreement by DHCD, SUB GRANTEE will, with the Town's written approval, continue to provide the services under this contract as long as such Grant Agreement remains in effect. Payment to SUB GRANTEE will be as specified below.

- a) <u>SUB GRANTEE</u> may invoice monthly or quarterly for the months of April 1, 2021 through March 2022 up to a maximum of \$20,000.00, providing satisfactory progress towards goal is achieved.
- b) Billings shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town's Administrating Agent for this grant, and should be accompanied by a budget breakdown of expenses. On a quarterly basis, participant documentation must be submitted.
- c) HRA will drawdown funds from DHCD for approved, eligible expenses upon receipt of billings from SUB GRANTEE. Payment shall be made promptly by HRA upon receipt of funds from DHCD.

AGREEMENT

BY AND BETWEEN

TOWN OF MONTAGUE

AND

Montague Catholic Social Ministries

THIS AGREEMENT, was made as of the 23rd day of March, 2021 by and between the **Town of MONTAGUE**, Massachusetts (hereinafter referred as the MUNICIPALITY) and **Montague Catholic Social Ministries**, located at 41-43 Third Street & 78 Avenue A, Turners Falls, Massachusetts, (hereinafter referred to as the SUB GRANTEE).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of FY2020 Families Learning Together Program (hereinafter referred to as the "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 FY2020 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.
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- 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 Steven Ellis, Town Administrator. TELEPHONE (413.863.3200 x 110).

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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 DHCD.

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- RETENTION OF RECORDS: The SUB GRANTEE shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The SUB GRANTEE shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.
- 8.1.1 Program Income: If the SUB GRANTEE's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, SUB GRANTEE will track, report and utilize any and all such program income generated through CDBG funded activities as required by Mass. CDBG.

- 8.1.1. Photographic Documentation (for construction projects only): SUB GRANTEE shall submit photographs to the MUNICIPALITY of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of the quarterly report.
- 8.2 ACCESS TO RECORDS: The SUB GRANTEE shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the 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 DHCD prior to its effective date.
- 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 and Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUB GRANTEE shall maintain records sufficient to detail the process for procurement.
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- 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 DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The 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 DHCD.

- 9. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for Mass. CDBG, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.
- 10. INDEMNIFICATION: The 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 DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

The 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 DHCD, 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)).

- 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.
- 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 closeout 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:	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	;	By: SUB GRANTEE	
Authorized Signatory	Date	Name: Heather Wood, Executive D	Director /Data
Certification as to Availability of		Approval of Contract as to Form:	prector /Date
Town/City Accountant Approval of Contract as to Appro Method	Date priate Procurement	Town Counsel/City Solicitor	Date
Town/City Procurement Officer	Date	=	8

ATTACHMENT A

TOWN OF MONTAGUE SUB GRANTEE SCOPE OF SERVICES

The following outlines the scope of services which Montague Catholic Social Ministries (the SUB GRANTEE) will perform for the Town of Montague's FY 2020 Community Development Fund /Massachusetts Community Development Block Grant (the GRANT). The SUB GRANTEE will provide all administrative and program services necessary to implement the GRANT and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Franklin County Regional Housing and Redevelopment Authority (as administering agent).

GENERAL ADMINISTRATION

The SUB GRANTEE will perform the following tasks:

- 1. Provide administrative and policy oversight to ensure the all SUB GRANTEE 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.
- 3. Prepare and submit all required reports to Franklin County Regional Housing and Redevelopment Authority to be shared with DHCD and Town residents.

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2020 Montague Community Development Fund application: "Families Learning Together Program"

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

Montague Catholic Social Ministries 41-43 Third Street & 78 Avene A Turners Falls, MA 01376

CONTACTS: The contact person for the Sub Grantee will be Sharon Pleasant, Community Development Program Manager: Franklin County Regional Housing & Redevelopment Authority, 241 Millers Falls Road, Turners Falls, MA 01376 413.863.9781 or spleasant@fcrhra.org

ATTACHMENT B

Method and Schedule of Compensation

The Town will pay Montague Catholic Social Ministries (SUB GRANTEE)

\$20,000.00 for implementation of the Families Learning Together Program ("the Program") of the 2020 Town of Montague Community Development Fund grant program for the program year ending June 30, 2022. Should any extension of the Project beyond that date be agreed to as a Grant Agreement by DHCD, SUB GRANTEE will, with the Town's written approval, continue to provide the services under this contract as long as such Grant Agreement remains in effect. Payment to SUB GRANTEE will be as specified below.

- a) <u>SUB GRANTEE</u> may invoice monthly or quarterly for the months of April 1, 2021 through March 2022 up to a maximum of \$20,000.00, providing satisfactory progress towards goal is achieved.
- b) Billings shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town's Administrating Agent for this grant, and should be accompanied by a budget breakdown of expenses. On a quarterly basis, participant documentation must be submitted.
- c) HRA will drawdown funds from DHCD for approved, eligible expenses upon receipt of billings from SUB GRANTEE. Payment shall be made promptly by HRA upon receipt of funds from DHCD.

AGREEMENT

BY AND BETWEEN

TOWN OF MONTAGUE

AND

The Western Massachusetts Training Consortium

THIS AGREEMENT, was made as of the 23rd day of March, 2021 by and between the **Town of MONTAGUE**, Massachusetts (hereinafter referred as the MUNICIPALITY) and **The Western Massachusetts Training Consortium**, located at 187 High Street; Suite 303; Holyoke, Massachusetts, (hereinafter referred to as the SUB GRANTEE).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of FY2020 Western Mass Recovery Learning Community Program-Montague Expansion (hereinafter referred to as the "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 FY2020 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 Steven Ellis, Town Administrator. TELEPHONE (413.863.3200 x 110).

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

Progress Report #	Quarter Ending	DATE DUE
1	06/30/2021	07/15/2021
2	09/30/2021	10/15/2021
3	12/31/2021	01/15/2022
4	03/31/2022	04/15/2022

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 DHCD.

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 April 1, 2021 and shall be undertaken and completed in sequence as to assure their expeditious completion.
- 6.1 All services required hereunder shall be completed by March 31, 2022.
- 7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the SUB GRANTEE a total fee in amount not to exceed TWENTY THOUSAND Dollars (\$20,000.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

- 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.
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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

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- 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 DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The 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 DHCD.

- 9. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for Mass. CDBG, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.
- 10. INDEMNIFICATION: The 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 DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

The 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 DHCD, 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)).

- 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.
- 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 closeout 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	ş
Pursuant to Massachusetts General Laws, Chapter 62C, Section 4 of perjury that to the best of his/her knowledge and belief I am in Commonwealth relating to taxes, reporting of employees and contremitting child support.	compliance with all laws of the
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	2	By: SUB GRANTEE
Authorized Signatory Certification as to Availability of Funds	Date :	Name: Kristel Applebee, Executive Director /Date Approval of Contract as to Form:
Town/City Accountant	Date	Town Counsel/City Solicitor Date
Approval of Contract as to Appropriate Procurement Method		
Town/City Procurement Officer	Date	

ATTACHMENT A

TOWN OF MONTAGUE SUB GRANTEE SCOPE OF SERVICES

The following outlines the scope of services which The Western Massachusetts Training Consortium (the SUB GRANTEE) will perform for the Town of Montague's FY 2020 Community Development Fund /Massachusetts Community Development Block Grant (the GRANT). The SUB GRANTEE will provide all administrative and program services necessary to implement the GRANT and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Franklin County Regional Housing and Redevelopment Authority (as administering agent).

GENERAL ADMINISTRATION

The SUB GRANTEE will perform the following tasks:

- 1. Provide administrative and policy oversight to ensure the all SUB GRANTEE 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.
- 3. Prepare and submit all required reports to Franklin County Regional Housing and Redevelopment Authority to be shared with DHCD and Town residents.

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2020 Montague Community Development Fund application: "Western Mass Recovery Learning Community Program-Montague Expansion"

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

The Western Massachusetts Training Consortium Western Massachusetts Recovery Learning Community Greenfield Center 20 Chapman Street Greenfield, MA 01301

CONTACTS: The contact person for the Sub Grantee will be Sharon Pleasant, Community Development Program Manager: Franklin County Regional Housing & Redevelopment Authority, 241 Millers Falls Road, Turners Falls, MA 01376 413.863.9781 or spleasant@fcrhra.org

ATTACHMENT B

Method and Schedule of Compensation

The Town will pay The Western Massachusetts Training Consortium (SUB GRANTEE)

\$20,000.00 for implementation of the Western Mass Recovery Learning Community Program-Montague Expansion ("the Program") of the 2020 Town of Montague Community Development Fund grant program for the program year ending June 30, 2022. Should any extension of the Project beyond that date be agreed to as a Grant Agreement by DHCD, SUB GRANTEE will, with the Town's written approval, continue to provide the services under this contract as long as such Grant Agreement remains in effect. Payment to SUB GRANTEE will be as specified below.

- a) <u>SUB GRANTEE</u> may invoice monthly or quarterly for the months of April 1, 2021 through March 2022 up to a maximum of \$20,000.00, providing satisfactory progress towards goal is achieved.
- b) Billings shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town's Administrating Agent for this grant, and should be accompanied by a budget breakdown of expenses. On a quarterly basis, participant documentation must be submitted.
- c) HRA will drawdown funds from DHCD for approved, eligible expenses upon receipt of billings from SUB GRANTEE. Payment shall be made promptly by HRA upon receipt of funds from DHCD.

WendyB-Montague Board of Selectmen

From:

StevenE - Montague Town Administrator

Sent:

Thursday, April 1, 2021 9:29 AM

To:

WendyB-Montague Board of Selectmen

Subject:

Inspector of Buildings Search Committee

Hi Wendy

I request that the Selectboard establish an ad hoc Inspector of Buildings Search Committee to replace the retiring Chris Rice. The committee's charge would be to develop and implement a search and screening process, and make recommendation to the Selectboard as to who they should consider hiring as the Town's next Building Inspector.

I request the following individuals be appointed to the committee. This list includes staff of departments with which the Inspector of Buildings works closely, including the Turners Falls Fire District, as well as members of the ZBA and CIC, and local construction and property management business people. The approach closely matches that used in our hiring for this position three years ago.

Steve Ellis - Chair Karen Casey Bill Doyle Josh Lively Walter Ramsey Chris Rice Karen Tonelli Daniel Wasiuk Tom Wyman John Zellmann

Steven Ellis
Montague Town Administrator
One Avenue A
Turners Falls, MA 01376
413-863-3200 x110
www.montague-ma.gov

Pronouns: Him/His (or just call me Steve)



Selectboard Town of Montague 1 Avenue A

Turners Falls, MA 01376

(413) 863-3200 xt. 108 FAX: (413) 863-3231

April 1, 2021

Please be advised article submissions for the Special Town Meeting Warrant will close on Tuesday, April 20, 2021 at 12:00 P.M. All requests must be submitted on the appropriate forms obtained from the Selectboards Office, no further articles will be added to the warrant after this date.

Thank you.

Wendy Bogusz
Executive Assistant

FY2022 BUDGET SCHEDULE (v 03.30.21)

Selectmen Deadlines Wendy Carolyn Finance Committee Milestones

Final Budget Balancing, vote articles 30 28

APRIL 2021

23 24 No Finance Committee Meeting final adj, approve FC Report 16 17 Draft FC Report 29 30 15 22 W Th ∞ 28 13 20 27 5/2 Σ **5**6 18

Warrant Closing Date, warrant & motions to KP

SB Review of Warrant

SB open warrant, TM Member Survey Sent

Member Survey Deadline

MAY 2021

13 | 14 | 15 | Any pre-ATM action required or desired; 22 28 20 21 드 9 > 12 19 26 18 1 24 10 17 Σ 16 SB execute warrant 5/3, post 5/4, mail packets 5/5

Possible Remote Meeting Training Sessions

Potential Town Meeting Dates

FY22 Proposed Budget Calendar_03.30.21.xlsx

AGREEMENT

THIS AGREEMENT made this _____ day of APRIL in the year Two Thousand and <u>Twenty One</u>, between <u>LAROCHELLE CONSTRUCTION</u>, INC., a corporation, with a usual place of business at 23 COLLEGE ST., SUITE 8, SOUTH HADLEY, MA 01075, hereinafter called the CONTRACTOR, and the **Town of Montague**, acting by its Board of Selectmen, with a usual place of business at One Avenue A, Turners Falls, MA 01376, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as **Council on Aging Roof Replacement**, in strict accordance with the Contract Documents and all related Specifications. The said Documents, Specifications, and any supplemental general conditions are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of **TWENTY ONE THOUSAND FIFTY DOLLARS (\$21,050)** subject to increase only per the Additional Pricing provided in Attachment B and approved by the Project Architect on behalf of the Town.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete within 60 days of the Notice to Proceed.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.

4. Performance of the Work

A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

- (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
- (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
 - (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
 - (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.
 - (2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
 - (3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

- (4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.
- (5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.
- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties. WORK IS GUARANTEED FOR ONE YEAR FROM ACCEPTANCE OF WORK BY THE TOWN.

Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. <u>Site Information Not Guaranteed; Contractor's Investigation</u>

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

Project Architect or Engineer

There X is ___ is_not a project architect-engineer for this project who is Christopher Sawyer-Laucanno. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to

remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to specific elements of this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes. To be furnished to the Town Administrator.

The schedules of prevailing wage rates are included in the Contract Documents.

Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory invoice requesting payment of the lump sum amount due for completion of the project, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed.
- B. Less the following retention items:
 - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 - A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
- C. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior <u>written</u> approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
 - (a) Unit bid prices previously approved (See Attachment B)
- Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §390 in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

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

11. <u>Contract Documents</u>

The Contract Documents consist of the following, together with this Agreement:

Request for Quotes
Instructions to Quoters
This Contract Form
Price Quote Form
Labor & Materials Payment Bond
Certificate of Insurance
General Conditions
Specifications and Addenda
Schedule of Prevailing Wages

12. Terms Required By Law

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

13. <u>Indemnification</u>

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. <u>Insurance</u>

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the REQUEST FOR QUOTES.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

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

16. <u>Termination</u>

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. <u>Miscellaneous</u>

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

AGREED:			
	TOWN OF MONTA	AGUE, MASSACHUSETTS (C	Owner)
	By its Selectboard		-
	(8)		
	-		
	CONTRACTOR:		_
	Ву		
		¥	
		(Name)	
	¥	(Title)	_
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		(Address)	
	,	(City and State)	
In accordan	co with G L c 44 Soct	ion 210 this is to soutify th	at an annual violetical in the sur-
of this contr	act is available theref	or and that the	at an appropriation in the amount has been authorized to
execute the	contract and approve	e all requisitions and chang	e orders.
Ву		-	¥
(Owr	ner's Accountant)		
Carolyn O	lson (Nama)		

Incorporation of Applicable Provisions of the Massachusetts General Laws

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein, and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.

Attachment A

Scope of Work from RFQ and Addenda

Request for Quotes Council on Aging Roof Replacement Turners Falls MA RFQ 20210318

SECTION D: PROJECT WORK AND SPECIFICATIONS

1. Main Roof (Scope Item 1)

The largest and highest roof system of the building, this roof covers the principal structure. The main roof is a North/South aligning ridge. Asphalt shingles currently comprise the exposed portion of the main roof system. An examination of the roof deck was completed from the attic space below and it was determined that the deck sheathing likely consists of $\frac{1}{2}$ " x 6-10" roof planking. Some sections of the sheathing may also be plywood but this has not been verified. The following specs will provide for the replacement of worn elements of the main roof system as well as provide the details for the installation of adequate ventilation for the roof.

- 1.01 Remove all existing asphalt shingles from roof to expose substrate. Dispose of all debris.
- 1.02 Conduct a thorough examination of the substrate. Contractor will install ½ CDX plywood or Advantech (or similar) over roof planks. For securing plywood to existing plank deck, Contractor shall ensure that all corners are securely fastened. Contractor shall use minimum 6d minimum 6d ring shank or spiral thread nails. Contractor shall apply fasteners a maximum of 3/8" from panel edges. Contractor shall space fasteners minimum of 6" o.c.along supported edges, 12" o.c. at intermediate supports.
- 1.03 Cut one-inch wide opening at ridge for continuous ridge vent installation
- 1.04 Install ice and water shield (IKO Storm Shield or Equivalent) to entire roof.
- 1.05 Install aluminum 9-inch vented drip edge along entire roof eaves.
- 1.06 Inspect soffits and fascia for damage and repair where necessary. Contractor shall replace soffit and facia elements with pine where necessary.
- 1.07 Contractor shall back prime with exterior oil primer any new soffit or fascia elements. Contractor shall prime surface elements with exterior oil primer. Once primer has thoroughly dried, Contractor shall apply two coats of exterior oil paint.
- 1.08 Install new step flashing for each row of shingles around chimney. Mortar counter flashing

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into chimney and fold down over step flashing. As chimney was rebuilt last summer, the lead is likely in suitable condition.

- 1.09 Install new aluminum roof jacks for all roof penetrations.
- 1.10 Install new architectural asphalt shingles (IKO Dynasty line or equivalent) with a minimum 30-year warranty, and all associated hip and ridge caps to entire roof using 1 % inch roofing nails for attachment

Note: The COA Director and Town Administrator will be consulted regarding shingle color. All roof systems will utilize the same color, brand, style, and quality of shingle.

2. Vestibule Roof (Scope Item 2)

The Vestibule roof is located on the North facing side of the building. This roof is also a shed roof with asphalt shingles. The substrate is assumed to be $\frac{3}{4}$ " x 6-8" roof planking. Some sections of the sheathing may also be plywood but this has not been verified

- 2.01 Remove existing asphalt shingles from roof to expose substrate. Dispose of all debris.
- 2.02 Conduct a thorough examination of the substrate. Contractor will install ½ CDX plywood or Advantech (or similar) over roof planks. For securing plywood to existing plank deck, Contractor shall ensure that all corners are securely fastened. Contractor shall use minimum 6d ring shank or spiral thread nails. Contractor shall apply fasteners a maximum of 3/8" from panel edges. Contractor shall space fasteners minimum of 6" o.c. along supported edges, 12" o.c. at intermediate supports. (Unit Price Bid)
- 2.03 Inspect wall roof transitional flashing and install new flashing if needed
- 2.04 Install ice and water shield (IKO Storm Shield or Equivalent) to entire vestibule roof.
- 2.05 Install eight-inch drip edge along roof perimeter.
- 2.06 Inspect soffits and fascia for damage and repair where necessary. Contractor shall replace soffit and facia elements with pine where necessary. (Unit price bid)
- 2.07 Contractor shall back prime with exterior oil primer any new soffit or fascia elements. Contractor shall prime surface elements with exterior oil primer. Once primer has thoroughly dried, Contractor shall apply two coats of exterior oil paint. (Unit price bid)
- 2.08 Install new architectural asphalt shingles (IKO Dynasty line or equivalent) with a minimum 30-year warranty, and all associated hip and ridge caps to entire roof using 1 ¼ inch roofing nails for attachment.

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3. ADA Entrance Roof (Scope Item 3)

The ADA Entrance Egress Roof is located on the East facing side of the building. This is another shed roof and of more recent construction. The substrate is assumed to be of plywood although no inspection is possible until shingles have been removed.

- 3.01 Remove existing asphalt shingles from roof to expose substrate. Dispose of all debris.
- 3.02 Conduct a thorough examination of the substrate. Repair or replace any damaged underlayment. For replacement, Contractor will utilize 1/2" CDX plywood or Advantech (or similar), ensuring that thickness matches original sheathing material. (Unit price bid)
- 3.03 Inspect wall roof transitional flashing and install new flashing if needed.
- 3.04 Install ice and water shield (IKO Storm Shield or Equivalent) to entire vestibule roof.
- 3.05 Inspect soffits and fascia for damage and repair where necessary. Contractor shall replace soffit and fascia elements where necessary. (Unit price bid)
- 3.06 Contractor shall back prime with exterior oil primer any new soffit or fascia elements. Contractor shall prime surface elements with exterior oil primer. Once primer has thoroughly dried, Contractor shall apply two coats of exterior oil paint. (Unit price bid)
- 3.06 Install eight-inch drip edge along roof perimeter.
- 3.07 Install new architectural asphalt shingles (IKO Dynasty line or equivalent) with a minimum 30-year warranty, and all associated hip and ridge caps to entire roof using 1 ¼ inch roofing nails for attachment.

4. Basement Access Roof (Scope Item 4)

The Basement Access Roof is located on the East facing side of the building under the ADA Egress Roof. This shed roof substrate is assumed to be of plywood although no inspection is possible until shingles have been removed.

- 4.01 Remove existing asphalt shingles from roof to expose substrate. Dispose of all debris.
- 4.02 Conduct a thorough examination of the substrate. Repair or replace any damaged underlayment. For replacement, Contractor will utilize 1/2" CDX plywood or Advantech (or similar), ensuring that thickness matches original sheathing material. (Unit price bid)
- 4.03 Inspect wall roof transitional flashing and install new flashing if needed.

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- 4.04 Install ice and water shield (IKO Storm Shield or Equivalent) to entire vestibule roof.
- 4.05 Inspect soffits and fascia for damage and repair where necessary. Contractor shall replace soffit and facia elements with pine where necessary. (Unit price bid)
- 4.06 Contractor shall back prime with exterior oil primer any new soffit or fascia elements. Contractor shall prime surface elements with exterior oil primer. Once primer has thoroughly dried, Contractor shall apply two coats of exterior oil paint. (Unit price bid)
- 4.07 Install eight-inch drip edge along roof perimeter.
- 4.08 Install new architectural asphalt shingles (IKO Dynasty line or equivalent) with a minimum 30-year warranty, and all associated hip and ridge caps to entire roof using 1 ¼ inch roofing nails for attachment.

Attachment B

Contractor's Submission