

MONTAGUE SELECTBOARD MEETING
Town Hall, 1 Avenue A, Turners Falls, MA 01376

Monday, September 27, 2021

Join Zoom Meeting: <https://us02web.zoom.us/j/85001664539>

Meeting ID: 850 0166 4539 **Password:** 552652

Dial into meeting: **+1 646 558 8656** or **+1 312 626 6799** or **+1 301 715 8592**

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

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

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken

2. 6:30 Approve Minutes:
 - Selectboard Meeting September 20, 2021

3. 6:31 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment

4. 6:33 Personnel Board
 - Appoint Jason Kingsbury, DPW Grounds, UE Grade C, Step 1, 40 hrs/wk. effective 10/12/21
 - Appoint Jake Whitney, Airport Grounds Maintenance, FCTS Co-op, \$15.50/hr., 30 hrs/wk.. temporary 12 months, effective 9/27/21
 - Appoint Aiden Baily, Airport Grounds Maintenance, FCTS Co-op, \$14.00/hr., 10 hrs/wk., temporary 18 months, effective 9/27/21
 - Appoint Eli Guerin, Airport Grounds Maintenance, FCTS Co-op, \$14.00/hr., 10 hrs/wk. temporary 18 months, effective 9/27/21

Status Change:

 - Samuel Stevens, Wastewater Tech, Grade D, Step 1 (previously WPCF Laborer, Grade B, Step 5), effective 9/27/21
 - Robert Bessette, DPW Truck Driver/Laborer, Grade C, Step 8 (previously Mechanic, Grade D, Step 4, effective 10/12/21
 - Luke Timberlake, Airport Operations Manager, Grade A, Step 8 (previously Grade A, Step 6 prior to obtaining his license)

5. 6:40 Montague Board of Health
 - Review of Montague COVID Case Counts and Trends
 - Receive Board of Health recommendation to reinstate mask mandate in town buildings.
 - Discuss any other needed response to COVID situation

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Monday, September 20, 2021

6. 6:55 Use of Public Property: Rag Shag Parade, October 31, 2021, 6:00 PM to 7:30 PM, Aubuchon Parking Lot down Avenue A to Discovery Center, approx.. 100 people
7. 7:00 Event Application, Peskeompskut Park
- Musica Franklin, Inc. Community Night, October 14, 2021, 5:30 – 7:00 PM, 30 – 50 people
 - Musica Franklin, Inc., Ongoing after school classes, if schools go remote, Mondays, Tuesdays, Thursdays from 3:30 – 5:30 or dusk, 12 – 20 people
8. 7:10 Suzanne LoManto, Assistant Town Planner
- Use of Public Property:
- Spinner Park Rededication, October 2, 2021, 9:00 AM to 11:00 AM
 - Spinner Park, Birds of Prey with Tom Ricardi, October 9, 2021, 11:00 AM to 12:00 PM
 - Use of Public Property: FAB Fashion, 69 Second Street, Use of side walk and 3 parking spaces, with 3 small pop up tents being set up in front of/facing boutique October 9, 2021, 3:00 PM to 6:00 PM
9. 7:20 Walter Ramsey, Town Planner
- Execute Grant Agreement with MA Division of Ecological Restoration in the amount of \$25,000 for engineering services in support of replacing a culvert on South Ferry Road
 - Amend Engineering services with McMahon Associates for construction admin, oversight and final engineering for Canal District Gateway project. Contract increase not to exceed \$127,400. To be funded by a MassWorks Infrastructure Grant
 - Overview of Turners Falls Rapid Recovery Plan Priority Actions (Preview of Public Presentation on Tuesday, September 28, 2021 at 6:30 PM
10. 7:35 Jeff Singleton, Franklin Regional Transit Authority Representative
- FRTA's 9/23/21 Advisory Board Meeting Updates
11. 7:45 Execute Contract with Comm. Of Mass for the federal share of reimbursement under FEMA-4496-DR-MA associated with the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program, \$19,641.61
12. 7:55 Special Town Meeting
- Finalize Meeting logistics and Safety Protocols
 - Special Town Meeting Warrant – To make recommendations, approve and execute draft warrant, attached hereto
13. 8:15 Town Administrator's Report
- Colle Lease Extension
 - Update on Mass. Office for Disabilities Grant Application
 - Topics not anticipated in 48 hour posting

Other:

- Anticipated Next Meeting Date: Monday, October 4, 2021 at 6:30 PM

**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 14, 2021**

Franklin, ss.

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

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Turners Falls, Massachusetts, on Thursday, October 14, 2021, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$13,367.33, or any other amount, for the purpose of paying a prior year bill of the WPCF, or pass any vote or votes in relation thereto.

MOVED: That the Town vote to appropriate the sum of \$13,367.33 for the purpose of paying a prior year bill of the WPCF, said sum to be raised from WPCF Retained Earnings.

ARTICLE 2: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$29,000, or any other amount, for the purpose of increasing the Fiscal Year 2022 Dispatch Budget, or pass any vote or votes in relating thereto.

MOVED: That the Town vote to appropriate the sum of \$29,000 for the purpose of increasing the Fiscal Year 2022 Dispatch Budget, said sum to be raised from Free Cash.

ARTICLE 3: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$1,300, or any other amount, for the purpose of increasing the Fiscal Year 2022 Finance Committee budget to allow for clerical assistance to take minutes, or pass any vote or votes in relation thereto.

MOVED: That the Town vote to appropriate the sum of \$1,300 for the purpose of increasing the Fiscal Year 2022 Finance Committee budget to allow for clerical assistance to take minutes, said sum to be raised from Free Cash.

ARTICLE 4: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,000, or any other amount, for the purpose of repaying the Town for part of the \$39,800 supplemental appropriation to the Fiscal Year 2021 Airport Budget voted as Article 10 of the February 25, 2021 Special Town Meeting, or pass any vote or votes in relating thereto.

MOVED: That the Town vote to appropriate \$12,000 for the purpose of repaying the Town for part of the \$39,800 supplemental appropriation to the Fiscal Year 2021 Airport Budget, said sum to be raised from Airport Retained Earnings.

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide the sum of \$7,719.12, or any other amount, which represents the net premium paid to the Town upon the sale of the Town's \$1,812,000 DPW Facility Bond Anticipation Note dated September 23, 2020; to pay costs of the DPW facility authorized by the vote of the Town passed March 29, 2018, and to reduce the amount authorized to be borrowed for such project by such amount, as set forth in M.G.L. c. 44, §20 or any other applicable law, or pass any vote or votes in relation thereto.

MOVED: that the Town vote to appropriate the sum of \$7,719.12 to pay the costs of the DPW facility authorized by the vote of the Town passed March 29, 2018, and to reduce the amount authorized to be borrowed for such project by such amount, as set forth in M.G.L. c. 44, §20 or any other applicable law, said sum to be raised from Fund Balance Reserved for Excluded Debt.

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

MOVED: That the Town vote to appropriate the sum of \$12,500 for the purpose of purchasing and installing cable related equipment for MCTV, including any and all incidental and related costs, said sum to be raised from PEG Access Funds.

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$135,000 or any other amount for the purpose of implementing the Montague City Road Flooding Relief Project, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

MOVED: that the Town vote to appropriate the sum of \$135,000 for the purpose of implementing the Montague City Road Flooding Relief Project including, any and all incidental and related costs, said sum to be raised from Free Cash.

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$200,000, or any other amount, for the purpose of completing the 5th Street Pedestrian Bridge Replacement Project, including any and all incidental and related costs, or pass any vote or votes in relating thereto.

MOVED: That the Town vote to appropriate the sum of \$200,000 for the purpose of completing the 5th Street Pedestrian Bridge Replacement Project, including any and all incidental and related costs, said sum to be raised from Free Cash.

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,000, or any other amount, for the purpose of funding evidence-based substance abuse prevention programming with a focus on families and children, including any and all incidental and related costs, or pass any vote or votes in relating thereto.

MOVED: That the Town vote to appropriate the sum of \$50,000 for the purpose of funding evidence-based substance abuse prevention programming with a focus on serving families and children, including any and all incidental and related costs, said sum to be raised from the Cannabis Impact Fee Fund.

ARTICLE 10: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$114,382, or any other amount, for the purpose of purchasing and setting up a robotic sewer camera, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

MOVED: That the Town vote to appropriate the sum of \$114,382 for the purpose of purchasing and setting up a robotic sewer camera, including any and all incidental and related costs, said sum to be raised from Free Cash.

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$200,000, or any other amount, for the purpose of increasing the WPCF Capital Stabilization Fund, or pass any vote or votes in relating thereto.

MOVED: That the Town vote to appropriate the sum of \$200,000 for the purpose of increasing the WPCF Capital Stabilization Fund, said sum to be raised from WPCF Retained Earnings.

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto.

Fund	Amount (\$)
Town Capital Stabilization Fund	250,000
OPEB Trust Fund	250,000
Total:	500,000

MOVED: That the Town vote to appropriate the sum of \$500,000 for the purpose of increasing the special purpose funds set forth below, with said sum to be raised from Free Cash.

Fund	Amount (\$)
Town Capital Stabilization Fund	250,000
OPEB Trust Fund	250,000
Total:	500,000

ARTICLE 13: To see if the Town will vote to rescind the unused \$102,000 borrowing authority as voted pursuant to Article #28 of the May 17, 2016 Annual Town Meeting, which appropriated \$385,000 for the purpose of abating hazardous and asbestos containing materials within the Strathmore Mill Complex, or to pass any vote or votes in relation thereto.

MOVED: That the Town vote to rescind the unused \$102,000 borrowing authority as voted pursuant to Article #28 of the May 17, 2016 Annual Town Meeting.

4A

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing **Appointment**: Select Board Meeting Date: 9/27/2021

Authorized Signature: _____

Board Authorizing **Wages**: Select Board Meeting Date: 9/27/2021

Authorized Signature: _____

General Information:

Full name of employee: Jason Kingsbury Department: DPW Title: Grounds
Effective date of hire: 10/ 12 /2021

New Hire:

Permanent: x Y N If temporary, estimated length of service: _____
Hours per Week: 40 Union: U.E.

Wages:

Union: U.E.

Wages: Grade C Step 1 Wage Rate: \$19.26/hour (annual/ hourly)

Notes:

Copies to:

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

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing Appointment: SELECT BOARD Meeting Date: _____

Authorized Signature: _____

Board Authorizing Wages: SELECT BOARD Meeting Date: _____

Authorized Signature: _____

General Information:

Full name of employee: <u>JAKE WHITNEY</u>	Department: <u>AIRPORT</u>
Title: <u>GROUNDS MAINTENANCE</u>	Effective date of hire: <u>9-27-2021</u>

New Hire:

Permanent: ___ Y <u>X</u> N	If temporary, estimated length of service: <u>12 MONTHS</u>
Hours per Week: <u>30</u>	Union: <u>NONE</u>

Wages:

Union: <u>NONE</u>
Wages: Grade <u>N/A</u> Step <u>N/A</u> Wage Rate: <u>\$15.50</u> (annual/ <u>hourly</u>)
Notes: <u>FCTS Co-op</u>

Copies to:

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

4c

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing Appointment: SELECT BOARD Meeting Date: _____

Authorized Signature: _____

Board Authorizing Wages: SELECT BOARD Meeting Date: _____

Authorized Signature: _____

General Information:

Full name of employee: <u>AIDEN BAILEY</u>	Department: <u>AIRPORT</u>
Title: <u>GROUNDS MAINTENANCE</u>	Effective date of hire: <u>9-27-21</u>

New Hire:

Permanent: ___ Y ___ N	If temporary, estimated length of service: <u>18 MONTHS</u>
Hours per Week: <u>10</u>	Union: <u>NONE</u>

Wages:

Union: <u>NONE</u>
Wages: Grade <u>N/A</u> Step <u>N/A</u> Wage Rate: <u>\$14.00</u> (annual <u>hourly</u>)
Notes: <u>CO-OP FCTS</u>

Copies to:

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

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing Appointment: SELECTBOARD Meeting Date: _____

Authorized Signature: _____

Board Authorizing Wages: SELECTBOARD Meeting Date: _____

Authorized Signature: _____

General Information:

Full name of employee: <u>ELI GUERIN</u>	Department: <u>AIRPORT</u>
Title: <u>GROUNDS MAINTENANCE</u>	Effective date of hire: <u>9-27-21</u>

New Hire:

Permanent: ___ Y ___ <u>X</u> N	If temporary, estimated length of service: <u>18 MONTHS</u>
Hours per Week: <u>10</u>	Union: <u>NONE</u>

Wages:

Union: <u>NONE</u>
Wages: Grade <u>N/A</u> Step <u>N/A</u> Wage Rate: <u>\$14.00</u> (annual <u>hourly</u>)
Notes: <u>CO-OP FLTS</u>

Copies to:

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

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 1556

General Information:

Full name of employee: <u>Samuel Stevens</u>	Department: <u>WPCF</u>
Title: <u>Wastewater Tech</u>	Effective date of change: <u>9/27/2021</u>

New Hire:

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

Grade/Step/COLA Change:

Union: <u>UE</u>	
Old Pay: Grade <u>B</u> Step <u>5</u>	Wage Rate: <u>19.75</u> (annual/daily/ <u>hourly</u>)
New Pay: Grade <u>D</u> Step <u>1</u>	Wage Rate: <u>20.99</u> (annual/daily/hourly)

Termination of Employment:

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

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

Copies to:

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

Town of Montague Personnel Status Change Notice

Authorized Signature: _____ Employee # 1960

General Information:

Full name of employee: <u>Robert Bessette</u>	Department: <u>DPW</u>
Title: <u>Truck Driver/Laborer</u>	Effective date of change: <u>10/12/2021</u>

New Hire:

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

Grade/Step/COLA Change:

Union: <u> </u> U.E. <u> </u>
Old Pay: Grade <u> </u> D <u> </u> Step <u> </u> 4 <u> </u> Wage Rate: <u>\$22.59</u> hourly (annual/daily/hourly)
New Pay: Grade <u> </u> C <u> </u> Step <u> </u> 8 <u> </u> Wage Rate: <u>\$22.79</u> hourly (annual/daily/hourly)

Termination of Employment:

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

_____ Unpaid Leave of Absence	Termination Date: _____
_____ Unpaid Sick Leave	Termination Date: _____
<u> </u> <u> </u> Other/Specify: <u>Change position from</u>	Termination Date: _____

Mechanic to TD/Laborer.

Copies to:

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

Town of Montague Personnel Status Change Notice Rate Changes

Authorized Signature: _____ Employee # 1939

General Information:

Full name of employee: <u>LUKE TIMBERLAKE</u>
Department: <u>AIRPORT</u>
Title: <u>AIRPORT OPERATIONS MANAGER</u> Effective date of change: <u>9-26-21</u>

Grade/Step/COLA Change:

Union: <u>NONE</u>	
Old Pay: Grade <u>A</u> Step <u>6</u>	Wage Rate: <u>\$17.09</u> (annual/ <u>hourly</u>) Wage Rate: _____ weekly Weekly Incentive: _____ (Police Only)
New Pay: Grade <u>A</u> Step <u>8</u>	Wage Rate: <u>\$17.86</u> (annual/ <u>hourly</u>) Wage Rate: _____ weekly Weekly Incentive: _____ (Police Only) Wage Rate: _____ 1 st week if different Wage Rate: _____ last week if different
Stipends	
For: _____	Wage Rate: _____ (annual _____) Weekly Amount: _____ Wage Rate: _____ 1 st week if different Wage Rate: _____ last week if different
For: _____	Wage Rate: _____ (annual _____) Weekly Amount: _____ Wage Rate: _____ 1 st week if different Wage Rate: _____ last week if different
Notes: <u>PER AGREEMENT VOTED ON JUNE 14, 2021 FOR MGR. LIC.</u>	

Copies to:

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



MONTAGUE BOARD OF HEALTH

One Avenue A · Turners Falls, MA 01376

Telephone 413- 863-3200 Ext. 205 · Fax 413 -863 -3225

DANIEL WASIUK
DIRECTOR OF PUBLIC HEALTH

IMPLEMENTATION GUIDE FOR FACE MASK USAGE TO SUPPRESS THE SPREAD OF COVID-19

JUNE 9, 2020

RE: USE OF FACE MASKS BY TOWN OF MONTAGUE EMPLOYEES AND THE GENERAL PUBLIC ENTERING TOWN OF MONTAGUE BUILDINGS

Dear Town of Montague Employees:

This Implementation Guide is intended to clarify Face Mask use requirements which were set forth by the Montague Board of Health in a Temporary Emergency Policy issued on April 21, 2020 to mitigate the spread and infection of COVID-19. The previous declaration entailed the need for all Town of Montague Employees to wear face masks while interacting with the public and/or with other Town Employees. This requirement remains in effect, with the following additional information provided to ensure understanding of the rules as the Town begins to "re-open."

COVID-19 INDOOR FACE MASK USE GUIDE FOR EMPLOYEES:

Do employees need to wear a mask when interacting with the general public?

Yes, a face mask is required to be worn. Regardless of a six foot distance.

Do you need to wear a mask when interacting with other employees if you are maintaining 6 feet of social distancing?

Yes, a face mask is required to be worn by an employee interacting with another employee at a 6' social distance. Masks may be removed at a distance of 10' or more.

Do you need to wear a mask while walking down a hallway and not interacting with anyone?

No, but you must have your mask at the ready at all times and stop to put it on if there are others in the hall.

Do you need to wear a mask while working

Yes, unless there is 10' or more between

The Town of Montague is an Equal Opportunity Provider and Employer

with other employees in same office?

seated work spaces or a barrier has been installed.

Does the general public need to wear masks inside Town of Montague owned buildings?

Yes, the general public inside buildings must wear masks at all times.

ADDITIONAL GUIDANCE:

Are you required to wear a mask while behind a protective barrier such as plexi-glass and while interacting with the general public?

Yes, employees must wear a face mask while interacting with the public and regardless of having a barrier.

What is deemed interacting with employees or members of the general public?

Interaction is the process of social communication an action which is influenced by other actions. An example of this is when you engage in a conversation.

Wearing a face mask reduces the chance of transmitting the virus to another person and vice versa. COVID-19 is spread mainly by person to person contact and the best means of slowing the spread of the virus is by attending to required hygiene protocols, using a mask, minimizing personal contact, and practicing social distancing.

Any questions, please don't hesitate to contact the Montague Board of Health at 413-863-3200 x205.

Thank you for your cooperation during this time.

The Town of Montague is an Equal Opportunity Provider and Employer



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: JOHN T MURPHY

Address of applicant: 22'0" ST TURNERS FALLS MA 01376

Phone # of applicant: 413-863-3183

Name of organization: TURNERS FALLS TRUSTEES SOLDIERS MEMORIAL COMMITTEE

Name of legally responsible person: JOHN T MURPHY

Location of assembly: AUBUCON PARKING LOT, DOWN AVE A TO DISCOVERY CTR

Date of assembly: 10/31/21

Time of assembly: Begin: 6:00 End: 7:30 APPROX

Number of expected participants: 75-100

If a procession/parade:

Route: Ave A to Discovery Ctr parking lot

Number of people expected to participate: 75-100

Number of vehicles expected to participate: FIRE ENGINE, POLICE CRUISERS,

Subject of demonstration: ROQ SNAG PARADE

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

Signatures:

Police Chief: [Signature] Date: 9-23-21

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____



Board of Selectmen Town of Montague

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

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

Name of applicant Vicki Citron

Name of business/group sponsoring proposed event if applicable: Musica Franklin, Inc

If applicable, number of years your organization has been running this event in Montague? 6 yrs
at Sheffield Elementary

Address When COVID regulations permit, Community Nights meet at Sheffield Elementary
office: 324 Main St., Greenfield 01301

Contact phone 617-610-2601 Contact email vicki@musicafranklin.org

FID _____

Dates of proposed event 10/14/21 Community night, Location: Peskeomskut Park

Hours 5:30-6:30 Set Up: 5:00-5:30 Clean Up: 6:30-7:00

Approximate number of people expected to attend 30-50 for Community Night

What provisions will be made regarding clean up of site? We will sweep the bandstand and
pick up any trash

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other Educational

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

Free open to the public Community Nights with student and guest artist performances, 60 minute
performance followed by brown bag refreshments and clean up Oct, 14 5:30-7:00

Fully & specifically describe the premises upon which the proposed event is to take place.
Performers and students will be in bandstand, audience will be on lawn

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

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services no vendors or other services

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

No alcohol, we will observe all mandated COVID protocols

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

None needed

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

We have a first aid kits and will call 911, if needed

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

If so, at which locations? No signs, we advertise in the Sheffield school calendar, and local newspapers

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

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

Signature of applicant 

Date 9/22/21

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments



Date: 9-23-21

BOARD OF HEALTH – Approval / Comments

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Akey Insurance Agency 486 Main Street, Suite 1 Greenfield MA 01301	CONTACT NAME: Nadine West PHONE (A/C No, Ext): (413) 773-3488 FAX (A/C, No): (413) 773-3489 E-MAIL ADDRESS: nadine@blackmers.com														
INSURED Musica Franklin Inc. 180 Smead Hill Rd Colrain MA 01340-9631	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Underwriters Ins Co.</td> <td>30104</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Underwriters Ins Co.	30104	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 21-22 GL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		08SBMAH5Z7K	09/21/2021	09/21/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Property damage-single \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						@COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Operations usual to musical education operations.

Where required by written contract and as indicated by a "Y" in the ADDL INSD column the certificate holder is additional insured per company form SL 30 32 10 18, a copy of the form is attached.

CERTIFICATE HOLDER Town of Montague 1 Avenue A Turners Falls MA 01376	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

7B



Board of Selectmen Town of Montague

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

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

Name of applicant Vicki Citron

Name of business/group sponsoring proposed event if applicable: _____
Musica Franklin, Inc

If applicable, number of years your organization has been running this event in Montague? 6 yrs
at Sheffield Elementary

Address When school is in session, classes meet at Sheffield Elementary
office: 324 Main St., Greenfield 01301

Contact phone 617-610-2601 Contact email vicki@musicafranklin.org

FID _____

Dates of proposed event ongoing after-school classes, if schools go remote
Location: Peskeomskut Park

Hours 3:30-5:30 Set Up: 3:00-3:30 Clean Up: 5:30-5:15

Approximate number of people expected to attend 12-20

What provisions will be made regarding clean up of site? We will sweep the bandstand and
pick up any trash

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other Educational

Fully & specifically describe content of the proposed exhibition, show and/or amusements:
After-school music classes if schools go remote. Monday, Tuesday, Wednesday, and
Thursday, no classes on farmers market days, from 3:30-5:30 or dusk

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

Teachers and students will be in bandstand

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

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services no vendors or other services

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

No alcohol, we will observe all mandated COVID protocols

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

None needed

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

We have a first aid kits and will call 911, if needed

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

If so, at which locations? _____

No signs, no advertising

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

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

Signature of applicant *[Handwritten Signature]*

Date 9/22/21

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments

[Handwritten Signature]

Date: 9-23-21

BOARD OF HEALTH – Approval / Comments

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Akey Insurance Agency 486 Main Street, Suite 1 Greenfield MA 01301	CONTACT NAME: Nadine West	PHONE (A/C, No, Ext): (413) 773-3488	FAX (A/C, No): (413) 773-3489
	E-MAIL ADDRESS: nadine@blackmers.com		
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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		08SBMAH5Z7K	09/21/2021	09/21/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
	ANY AUTO						GENERAL AGGREGATE \$ 2,000,000
	OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	HIRED AUTOS ONLY						Property damage-single \$
	SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	UMBRELLA LIAB						BODILY INJURY (Per accident) \$
	EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				AGGREGATE \$
							PER STATUTE OTH-ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations usual to musical education operations.

Where required by written contract and as indicated by a "Y" in the ADDL INSD column the certificate holder is additional insured per company form SL 30 32 10 18, a copy of the form is attached.

CERTIFICATE HOLDER

CANCELLATION

Town of Montague
1 Avenue A

Turners Falls

MA 01376

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nadine M. West

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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: Suzanne LOManto
 Address of applicant: 1 Avenue A, Turners Fall.
 Phone # of applicant: 413-863-3200 ext. 115
 Name of organization: River Culture
 Name of legally responsible person: T.O.M.
 Location of assembly: Spinner Park
 Date of assembly: 9/2/21
 Time of assembly: Begin: 9am End: 11am
 Number of expected participants: _____
 If a procession/parade: 50

Route: _____

Number of people expected to participate: 50

Number of vehicles expected to participate: 0

Subject of demonstration: Rededication of Spinner Park

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

Signatures:

Police Chief: [Signature] Date: 9-23-21

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

Suzanne LoManto
Director of RiverCulture
2 Events: Saturday, October 9
Co-sponsored by RiverCulture

One Saturday, October 9 RiverCulture will co-host two events downtown.

Use of Spinner Park

11AM: "Birds of Prey" with Tom Ricardi. Spinner Park. Attendance 30-50 people.
Tom is well-known for his live animal presentations. The event is free. Set up is 10am for an 11am event which will last about 40 minutes.

Use of Sidewalk and Street

4PM: FAB FASHION SHOW. Richie Richardson would like to stage an outdoor fashion show in front of his 67 Second Street boutique. Models will walk out of the boutique, about a half a block down the sidewalk and return. We are requesting:
Use of the sidewalk as a "catwalk"
Use of three parking spots on the Second Street to set up a 10'x15' pop-up style tent for shade.
(Traffic will not be blocked)



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: Suzanne LoManto
 Address of applicant: 1 Avenue A Turners Falls
 Phone # of applicant: 413-863-3200 ext 115
 Name of organization: Riverculture
 Name of legally responsible person: Town of Montague
 Location of assembly: See attached.
 Date of assembly: October 9, 2021
 Time of assembly: Begin: _____ End: _____
 Number of expected participants: See attached.
 If a procession/parade: Spinner Park
 Route: _____
 Number of people expected to participate: 100
 Number of vehicles expected to participate: 0
 Subject of demonstration: Birds of Prey

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

Signatures:

Police Chief: [Signature] Date: 9-23-21

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

8C



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: Suzanne LoManto
 Address of applicant: 1 Avenue A Turners Falls
 Phone # of applicant: 413-863-3200 ext 115
 Name of organization: River Culture
 Name of legally responsible person: T.O.M.
 Location of assembly: Second Street
 Date of assembly: 10/9/21
 Time of assembly: Begin: 3pm End: 6pm
 Number of expected participants: _____
 If a procession/parade: Second Street Sidewalk
 Route: _____
 Number of people expected to participate: 50
 Number of vehicles expected to participate: _____
 Subject of demonstration: Fab Fashion Show

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

Signatures:

Police Chief: [Signature] Date: 9.23.21

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



9A

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

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Division of Ecological Restoration MMARS Department Code: FWE	
Legal Address: (W-9, W-4): 1 Avenue A, Turners Falls, MA 01376-1128		Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114	
Contract Manager: Richard Kuklewicz	Phone: 413-863-3200 ext. 108	Billing Address (if different):	
E-Mail: selectscity@montague-ma.gov	Fax:	Contract Manager: Beth Lambert	Phone: 617-626-1540
Contractor Vendor Code: VC6000191893		E-Mail: beth.lambert@mass.gov	Fax: 617-626-1505
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CLVGRTMONTAGUEFY2022	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20___. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>25,000.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This grant contract provides funding for the Town of Montague to complete the tasks outlined in Attachment A for the replacement of the South Ferry Road culvert. The Town of Montague will perform the tasks as specified in Attachment A and as per the terms of RFR DER 2021-01 for the MA Dept. of Fish and Game, Division of Ecological Restoration. Please see Attachment A for the approved Scope of Work and Budget.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2022</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Beth Lambert</u> Print Title: <u>Director</u>	

Scope of Work
for
Town of Montague
for
South Ferry Road Culvert Replacement Municipal Assistance Grant
September 20, 2021

I. PROJECT INFORMATION AND APPROACH

Statement of Qualifications

The Town of Montague is the owner of the South Ferry Road culvert over a tributary to the Sawmill River. By resolving to meet the goals of the Massachusetts Stream Crossing Standards (see **Attachment B: Summary of Stream Crossing Standards**)¹ for the South Ferry Road culvert replacement under this grant, the Town of Montague has demonstrated its intention to improve river health and climate readiness in the Commonwealth.

Purpose

The Massachusetts Division of Ecological Restoration (DER) Stream Continuity Program provides state-wide assistance to communities interested in replacing degraded and/or undersized road-stream crossings with better designed culverts or bridges that meet improved environmental and flood resiliency criteria. The purpose of the Culvert Replacement Municipal Assistance Grant Program funding is to encourage municipalities to replace culverts with structures that meet these criteria as defined in the Massachusetts Stream Crossing Standards.

This contract between the Town of Montague and DER represents an agreement that DER will provide support through the Culvert Replacement Municipal Assistance Grant Program in the amount of \$25,000 for replacement of the South Ferry Road Culvert. The award funds shall be used as defined below for this culvert replacement project. Replacing the culvert on South Ferry Road will improve natural stream processes along a tributary to the Sawmill River and will allow aquatic species to access critical habitat upstream and downstream of the culvert. The new crossing will also benefit public safety, improve climate readiness, and reduce the risk of infrastructure damage by accommodating larger storm flows.

Project Background

The Town of Montague will complete field data collection and analyses tasks for the culvert replacement on a tributary to the Sawmill River. Upgrading this perched and undersized culvert will benefit public safety and resiliency by improving the local flooding conditions in this area as well as providing fish and wildlife passage.

¹ The full Massachusetts River and Stream Crossing Standards can be found here:
https://www.nae.usace.army.mil/Portals/74/docs/regulatory/StreamRiverContinuity/MA_RiverStreamCrossingStandards.pdf

II. TASKS

Work to be Performed

This grant is intended to be used for culvert replacement implementation and will provide funding for the Town of Montague to hire an experienced firm to perform field data collection and analyses tasks for the culvert replacement on South Ferry Road. The selected consultant must meet the qualifications listed under **Task 2(a)** below and in **Attachment C: Firm Qualifications**.

DELIVERABLES

Deliverables must be provided to DER in electronic form (e.g. MS WORD or PDF), unless otherwise noted, according to the schedule described below and general project timeline included in **Attachment D: Timeline**. This schedule will allow DER the opportunity to provide technical input and guidance if needed or if requested by the Town. **Final grant deliverables must be received by June 30, 2022.**

TASK 1: PROJECT COORDINATION

Montague is expected to manage the South Ferry Road culvert replacement project under this contract, including field data collection. Montague is responsible for keeping DER up-to-date on important project correspondence and site findings. DER will provide technical services with the goal of helping the Town find efficiencies and reduce costs. For example, DER staff may be able to provide input on draft technical services agreements and engineering scopes of work; serve as a liaison with regulatory agencies; review data, engineering plans, and technical documents; problem-solve design challenges; and explore funding opportunities.

Town of Montague will:

- **Within 30 business days of execution of the grant contract, schedule a kickoff meeting via video or conference call with DER** to review project goals, schedule, and grant requirements.
- **Include the DER Grants Manager on important and/or material project correspondence and communications**, including with other state agencies (e.g. MassDEP and MassDOT), and provide all technical documents developed during the contract period.
- **Respond to calls and emails in a timely manner.**
- **Notify DER of all project site visits, in-person meetings and conference calls.** This includes but is not limited to the following examples: project kick-off meeting, field work, and regular project meetings. DER staff will participate when available.
- **By November 15, 2021 AND March 15, 2022 (semiannual)**, provide a brief written progress update to the DER Grant Manager; include status of project tasks, budget, and anticipated timeline for deliverables.
- **Submit digital photos of the project site** to be used by DER for program outreach purposes. The Town must hold full rights to any images submitted to DER and understands and agrees that any images shared with DER will become a public record that is part of the public domain.

- **Report to DER expenditures or in-kind contributions (i.e. materials, equipment, staff time) which the Twn_Cty may make above and beyond the funds provided by this grant. This grant award does not require match.** However, DER appreciates understanding what funds or in-kind contributions, if any, the Town makes towards the project in conjunction with this award.

TASK 1 DELIVERABLES:

- Schedule a kickoff meeting via video or conference call with DER. (*within 30 business days from grant execution*).
- Written progress updates (*by November 15, 2021 AND March 15, 2022*).
- Electronic copies of material project correspondence and all technical documents.
- Timely response to emails, phone calls, and information requests from DER.
- Notification of project meeting/calls and site visits.
- Digital photos of the project site to be used for program outreach purposes.
- Town Leverage Funds Report.

TASK 2: TECHNICAL SERVICES FOR FIELD DATA COLLECTION AND ANALYSES SERVICES FOR THE SOUTH FERRY ROAD CULVERT REPLACEMENT PROJECT:

TASK 2(A) HIRE QUALIFIED FIRM:

Montague should use its own procurement processes, best judgment, and the criteria outlined in **Attachment C: Firm Qualifications** when hiring a qualified firm. Montague shall select a firm with proper personnel and experience to complete the field data collection and analyses tasks for the South Ferry Road culvert replacement. **Upon execution of a contract with the selected Engineering Firm,** submit to DER:

- Statement of qualifications provided by the selected engineering firm, including identification of Key Personnel/Project Manager, and relevant qualifications for the firm's sub-consultants
- Copy of the signed Scope of Work (SOW) and budget between Dartmouth and the selected firm
- Copy of project schedule provided by selected firm in accordance with schedule and terms described within this grant contract.

TASK 2(A): DELIVERABLES

- Statement of qualifications
- Copy of the signed Scope of Work (SOW) and copy of project schedule (*upon execution of the contract with selected Engineering Firm*)

Note: It is anticipated *the replacement span for this road-stream crossing will be greater than 10-ft and will be subject to MassDOT design requirements and review in accordance with MGL Chapter 85, Section 35. Consideration should be given to firms with applicable MassDOT prequalification and/or experience.*

TASK 2(B) FIELD DATA COLLECTION, ANALYSES AND RECOMMENDED REPLACEMENT STRUCTURE:

Adequate field data collection provides the foundation for proper culvert/bridge structure selection and design. Detailed field data collection typically results in more efficient design and reduced project costs, especially during construction. DER recommends this phase of work include the following surveys and analyses:

- Wetland Resource Delineation
- Bankfull Measurements
- Geotechnical Evaluation (including borings and analysis for structural properties, as needed)
- Site Topographic Survey
- Survey of and Stream Longitudinal Profile
- Streambed Substrate Analysis (including pebble counts)
- Hydrologic Study
- Hydraulic Analysis

Desktop analysis, completed prior to field visits, should be confirmed in the field. This may include, but not be limited to, watershed delineation, crossing hydraulics, bankfull measurements, etc.

By November 30, 2021, provide DER with a short memo prepared by the selected firm outlining proposed methods for modeling hydrologic and hydraulic existing and proposed conditions. DER recommends using two hydrologic methods to compare flow estimates.

By April 15, 2022, provide DER with a DRAFT Field Data Collection Memo prepared by the selected firm incorporating results of the surveys and analyses described above and summarizing the recommended replacement structure, reasons for recommendations and alternatives considered and anticipated local, state and federal permits. Allow at least two weeks for DER review and comment.

By June 15, 2022, provide DER with a FINAL Field Data Collection memo and supporting documentation incorporating any comments provided by the Town and DER.

TASK 2(B): DELIVERABLES

- Proposed Hydrologic and Hydraulic Methods (*by November 30, 2021*)
- DRAFT Field Data Collection Memo (*by April 15, 2022*)
- FINAL Field Data Collection Memo (*by June 15, 2022*)

*Please see **Attachment E** for DER's recommendation on what to include in a field data collection memo, design plans and/or supporting documents; and for examples of permits that could be required for culvert replacement projects.*

Additional tasks related to project development may be necessary and are allowable under this contract with written permission from DER prior to work. Any request for support of activities outside those listed above and deemed necessary for the successful completion of the project, should be submitted in writing to DER for approval of use of these grant funds for that purpose. **Any activities not listed above and not approved in writing by the DER prior to implementation will not be reimbursed.**

The Town of Montague shall credit The Massachusetts Department of Fish and Game, Division of Ecological Restoration for the contribution of funds and technical assistance in any public communication regarding the project including, but not limited to signage, press releases, dedication events, etc.

III. DESIGNATED REPRESENTATIVES

Town of Montague:

Richard Kuklewicz, Selectboard Chair
One Avenue A
2nd Floor
Turners Falls, MA 01376
413-863-3200 ext. 108
selectscty@montague-ma.gov

Town of Montague DPW Lead:

Walter Ramsey, Town Planner
1 Avenue A
Turners Falls, MA 01376
413-863-3200 x. 112
planner@montague-ma.gov

For the DER:

Brian Kelder, Stream Crossing Specialist
Division of Ecological Restoration
251 Causeway St., Suite 400
Boston, MA 02114
DERCulverts@mass.gov

IV. BUDGET & PAYMENT

Budget & Payment

The payment procedure is reimbursement for costs incurred for the project during the contract period. Invoice for services will be submitted no more than monthly or at the completion of each Task or Subtask. With any reimbursement request to DER, the Town of Montague will provide a brief status

Attachment A CLVGRTMONTAGUEFY2022

report detailing the work performed and include copies of receipts and invoices from the consultant that **reflect itemized time or material rates and/or percent complete by task so that funds** and project development are closely linked. All reporting may be submitted electronically using the provided Reimbursement Request Form.

DER will hold the final 20% payment on this grant contract until the Town of Montague has completed all work as detailed above and all deliverables have been received.

This contract and scope of work will extend from the date of the Notice to Proceed through June 30, 2022. **Project costs are based on the scope of work presented herein with a not-to-exceed total of \$25,000. Payment will be made on a reimbursement basis.** The Town should not submit reimbursement requests more frequently than once a month. Any change to this allocation of funds must be approved by DER in writing PRIOR to expenditure.

Personnel	\$0
Equipment	\$0
Contractual	\$25,000
Materials / Supplies	\$0
Travel	\$0
Other	\$0
Total	\$25,000

Note: Reimbursement will be within 45 days from the date a complete invoice is received by DER. A complete invoice includes all required documentation of expenses and receipt of associated deliverables.

Final invoices must be received by July 31, 2022.

V. SCHEDULE

Work may begin after the contract is fully executed by the Department of Fish and Game, Division of Ecological Restoration and a Notice-to-Proceed has been provided to the Town of Montague. **Work conducted before receipt of Notice-to-Proceed will not be reimbursed.** All work associated with this scope of work must be submitted to DER by June 30, 2022. Please see Section II – Tasks for individual deliverable deadlines.

STREAM CROSSING STANDARDS

Stream crossing standards are based on six important variables. While the specifics of the regulations listed below may change over time, the crossing guidelines presented in the Massachusetts Stream Crossings Handbook remain effective for fish and wildlife.

1. TYPE OF CROSSING

- General: Spans (bridges, 3-sided box culverts, open-bottom culverts or arches) are strongly preferred.
- Optimum: Use a bridge.

2. EMBEDMENT

- All culverts should be embedded (sunk into stream) a minimum of 2 feet, and round pipe culverts at least 25%.
- If pipe culverts cannot be embedded this deep, then they should not be used.
- When embedment material includes elements >15 inches in diameter, embedment depths should be at least twice the D_{84} (particle width larger than 84% of particles) of the embedment material.

3. CROSSING SPAN

- General: Spans channel width (a minimum of 1.2 times the bankfull width of the stream).
- Optimum: Spans the streambed and banks (at least 1.2 times bankfull width) with sufficient headroom to provide dry passage for wildlife.

4. OPENNESS

- General: Openness ratio (cross-sectional area/crossing length) of at least 0.82 feet (0.25 meters). The crossing should be wide and high relative to its length.
- Optimum: Openness ratio of at least 1.64 feet (0.5 meters) and minimum height of 6 feet. If conditions significantly reduce wildlife passage near a crossing (e.g., steep embankments, high traffic volumes, and physical barriers), maintain a minimum height of 8 feet (2.4 meters) and openness ratio of 2.46 feet (0.75 meters).

5. SUBSTRATE

- Natural bottom substrate should be used within the crossing and it should match the upstream and downstream substrates. The substrate and design should resist displacement during floods and maintain an appropriate bottom during normal flows.

6. WATER DEPTH AND VELOCITY

- Water depths and velocities are comparable to those found in the natural channel at a variety of flows.



A Well Designed Crossing

Large size suitable for handling high flows

Open-arch design preserves natural stream channel

Openness ratio greater than 0.5m, suitable for most settings

Crossing span helps maintain dry passage for wildlife

Water depth and velocity are comparable to conditions upstream and downstream

Natural substrates create good conditions for stream-dwelling animals

Scott Jackson photo

ATTACHMENT C: FIRM QUALIFICATIONS

Municipalities should use their own procurement processes, best judgment, and criteria outlined below when hiring and contracting with a qualified firm. The Town shall select a firm with proper personnel and experience to complete the tasks outlined in grant contract. Inclusion of the following criteria is required for selection of a firm:

- The selected firm must have demonstrated the ability to design culverts to meet the MA River and Stream Crossing Standards.
- The selected firm or its subcontractor must have experience in water resources engineering and be knowledgeable about river processes, dynamics, and features.
- The selected firm or its subcontractor must be qualified to perform existing and proposed hydrology and hydraulic modeling of the site.
- The selected firm or its subcontractor must be qualified to perform geotechnical borings and subsurface analysis for geotechnical design of a replacement structure.
- The selected firm or its subcontractor must be qualified to perform resource area delineation in Massachusetts and have experience permitting with environmental agencies for culvert replacement projects.
- Based on the applicable design requirements and project needs, the selected firm or its subcontractor must have relevant structural engineering experience and qualified staff.

NOTE: Structure spans over 10ft are subject to MassDOT design requirements and review in accordance with MGL Chapter 85, Section 35. Consideration should be given to firms with applicable MassDOT prequalification and/or experience when it is anticipated the replacement span will be greater than 10-ft. For more information about the MassDOT requirements see:

https://www.mass.gov/files/documents/2017/11/08/SmallBridgeProg_requirements_new_or_replacement.pdf.

ATTACHMENT D: TIMELINE

Below is an estimated timeline for project progress and deadlines for grant deliverables. Please include in progress updates any substantial deviations in project schedule based on the timeline below. All work associated with this grant scope of work must be completed by June 30, 2022. Work completed after June 30, 2022 will not be reimbursed.

	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June
Task 1: Project Coordination										
Schedule Video or Conference Call with DER		X								
Grant Progress Updates			X				X			
Project Coordination										
Task 2: Technical services for field data collection for culvert project										
Hire Qualified Firm			X							
Field Data Collection										
- Site Survey										
- Proposed H&H Methods			X							
- DRAFT Field Data Memo								X		
- FINAL Field Data Memo										X

Legend:

Estimated timeline for project progress (symbol = |)

Deadlines for grant deliverables (symbol = X)

TASK 1 DELIVERABLES DEADLINES:

- Schedule Kickoff Meeting via Video or conference call with DER (*within 30 business days from grant execution*)
- Written progress updates (*by November 15 AND March 15*)

TASK 2 DELIVERABLES DEADLINES:

- Statement of qualifications and copy of the signed Scope of Work (SOW) (*upon execution of the contract with selected Engineering Firm*)
- Hydrologic and Hydraulic Methods (*by November 30, 2021*)
- DRAFT Field Data Collection Memo (*by April 15, 2022*)
- FINAL Field Data Collection Memo (*by June 15, 2022*)

ATTACHMENT E: PROJECT DEVELOPMENT RECOMMENDATIONS

(1) FIELD DATA COLLECTION SUMMARY

*For more details regarding the recommended field data collection surveys and analyses for culvert replacement projects please see the accompanying template bid request and scope of work provided by DER. **DER strongly recommends use of the template scope of work or bid request for field data collection tasks.** Please modify the language to fit your needs for the culvert replacement project*

Field data collection results should be summarized by the selected firm in a technical memo. The memo should include an analysis of the site conditions and describe how site conditions will impact the project, including design, permitting and construction. The memo should also provide a summary of the replacement structure types considered, the preferred alternative, the justification for its selection and a list of anticipated local, state and federal permits. The chosen structure should best fit the local environment, community needs, and site conditions.

For example, DER recommends the Town's consultant describe how the following items were taken into account when determining culvert replacement alternatives:

- *site or other engineering design constraints,*
- *ease of construction,*
- *structure lifespan,*
- *profile, vertical adjustment potential (VAP), and potential for erosion and head-cutting,*
- *stream stability and risk of stream channel adjustment,*
- *benefits to upstream and downstream habitat,*
- *storm flow conveyance,*
- *geomorphic compatibility,*
- *impacts to wetlands that can be avoided or would occur with each alternative,*
- *potential to affect property or infrastructure,*
- *applicability of local, state and federal regulations and permit reviews,*
- *and cost of replacement, including order-of-magnitude opinion of cost.*

(2) DESIGN PLANS

DER recommends the following list of design details and drawings be included in the Final Design Plan sets and/or supporting documents for the culvert replacement project:

- ***Title Sheet***
- ***Locus/Vicinity Plan***
- ***Construction Notes Plan***
- ***Site Plan with Existing and Proposed Conditions*** (*topographic map, structure and road location, relevant property line and ownership information, resource area delineations, location of bankfull measurements, etc.*)

- **Details relating the Existing and Proposed Structure to the Stream Channel** (see example of a Stream Crossing Design Summary Table for Existing and Proposed Conditions below).

EXAMPLE: SUMMARY DATA	REFERENCE REACH	EXISTING STRUCTURE	PROPOSED REPLACEMENT
Structure Type ¹			
Estimated Channel Bankfull Width (feet) ²			
Structure Span (feet)			
Structure Span (% of Channel Bankfull Width) ³			
Estimated Channel Bankfull Depth (feet) ³			
Structure Rise (feet)			
Structure Rise (% of Channel Bankfull Depth) ⁴			
Structure Length (feet)			
Openness Ratio			
Embeddedness Depth (feet)			
Slope			
Approach Angle/Skew to Stream Centerline			
Dominate Channel Bed Particle Size (mm)			
Low Flow Channel Width (feet) ⁵			
Low Flow Channel Depth (feet) ⁵			

- **Zoom and Reach Stream Longitudinal Profile** (Plan showing a zoom of the profile around the structure and then a reach-based profile, possibly LIDAR-derived, to show the larger stream profile. All grade controls – such as bedrock, outcrops, falls, and confluences – and channel bedforms – such as riffle, pool, run – should be identified.),
- **Stream Cross-Sections** (with appropriate station labeling)
- **Typical Stream Reconstruction Details and Material Specifications**

¹ Structure Type: Indicate existing and proposed structure type, including if it is single or multiple cell; concrete, metal, stone, timber, combination, etc.; pipe, arch, box, etc.; open-bottom or closed-bottom.

² Estimated Channel Bankfull Width and Depth Measurements: Include in table or under separate cover a list of bankfull width field measurements and location, either on a locus map and/or design plans, of where measurements were made in relation to the existing structure.

³ Structure Span: Structure Span/Channel Bankfull Width x 100%.

⁴ Structure Rise: Structure Rise/Channel Bankfull Depth x 100%.

⁵ Low Flow Channel Width: Average width of low flow channel through reach.

- ***Stream Channel Cross-Section Restoration Details*** (showing proposed sediment sizing and gradations - including mobile and immobile fractions; and channel shape details - including typical dimensions for low-flow channel and benches)
- ***Structure Design Details***
- ***Geotechnical Boring Logs***
- ***Water Control and Dewatering Plan(s)***
- ***Construction Staging and Erosion Control Plan***

DESIGN PLANS NOTE: Structures at various levels of design may include varying levels of channel and design information and details. We recommend the structure alignment, bankfull width and depth and corresponding structure sizing be required as part of the type study and at the 30% design stage. More detailed bed material and channel shape details would be included in later design stages.

(3) PERMITS

The following are examples of permits that could be required for culvert replacement projects. Note that this list is not comprehensive and the need for the various permits listed may be dependent on the project scope. The Town's selected firm should determine the suite of local, state, and federal permits required for the culvert replacement project:

- *Notice of Intent (Conservation Commission)*
- *Massachusetts Endangered Species Act (MESA) Project Review*
- *Massachusetts Department of Environmental Protection (DEP) Section 401 Water Quality Certificate*
- *Massachusetts Department of Environmental Protection (DEP) Chapter 91 Waterways Jurisdictional Determination*
- *Massachusetts Environmental Policy Act (MEPA) Filing*
- *Massachusetts Historical Commission Project Notification Form*
- *Army Corps of Engineers 404 Programmatic General Permit*
- *Section 106 Project Notification Form (Historic and Cultural Resources)*
- *MassDOT Chapter 85, Section 35 Review*
- *FEMA Floodplain Letter of Map Revision/Conditional Letter of Map Revision*

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



CONTRACTOR LEGAL NAME : TOWN OF MONTAGUE
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Richard J. Kuklewicz	Chair, Selectboard

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: September 27, 2021

Title: Chair, Selectboard

Telephone: 413-863-3200 ext. 108

Fax: 413-863-3231

Email: selectscity@montague-ma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



**CONTRACTOR LEGAL NAME : TOWN OF MONTAGUE
CONTRACTOR VENDOR/CUSTOMER CODE:**

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Richard J. Kuklewicz

Title: Chair, Selectboard

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

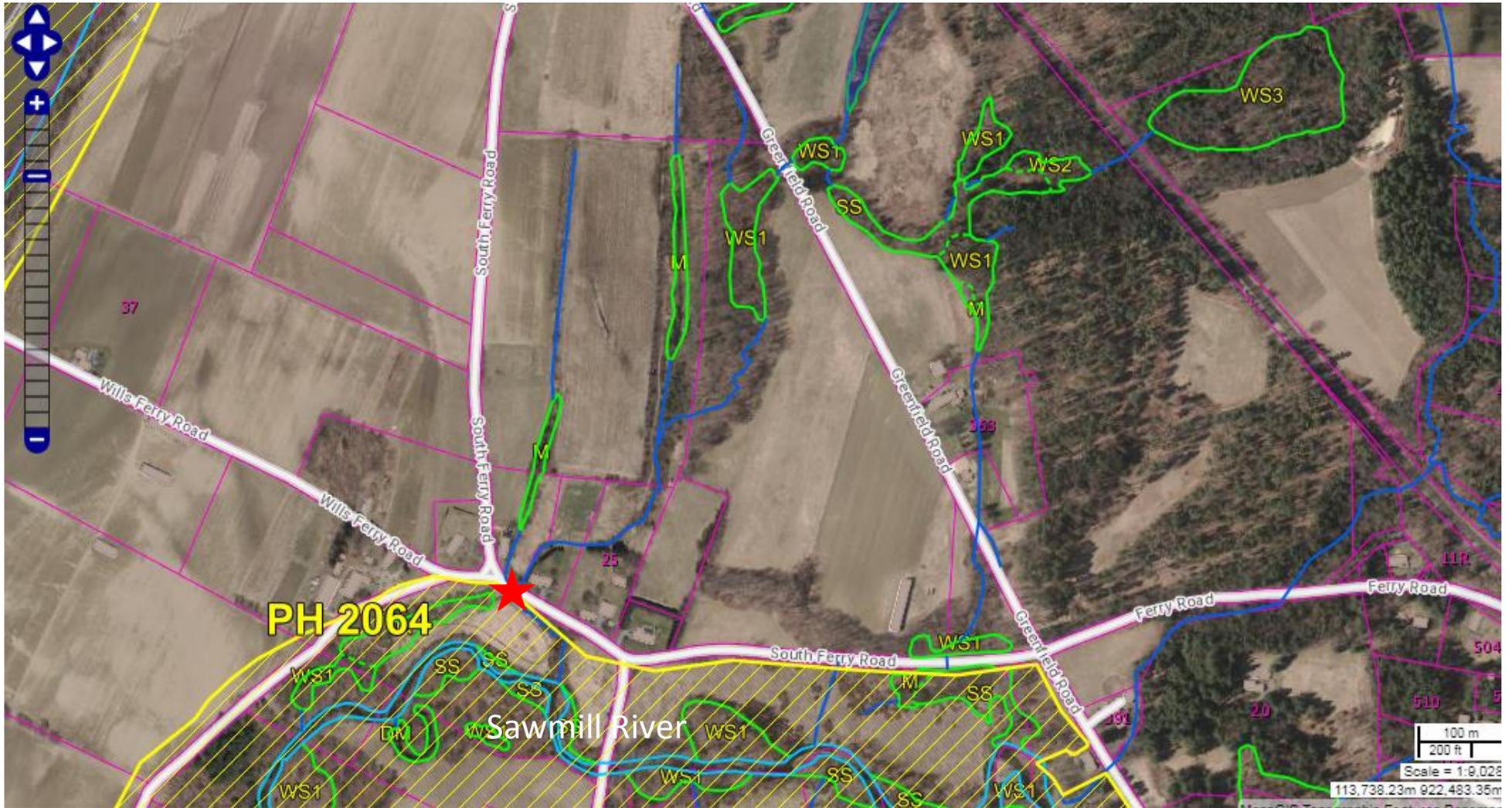
AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

Ferry Road Culvert Replacement- Town of Montague



Inlet May 2020



Outlet May 2020



Pre-Flood January 2019



Inlet

Flood Jan 2019



Inlet



Inlet



TRANSPORTATION ENGINEERS & PLANNERS

McMahon Associates
94 North Elm Street, Suite 308
Westfield, MA 01085
P. 413.875.8855
mcmahonassociates.com

September 23, 2021

Mr. Walter Ramsey, AICP
Town Planner
Town Hall
One Avenue A
Turners Falls, MA 01376

RE: **Turners Falls Canal District Gateway Project
Amendment for Additional Engineering Services
Y19A06.21**

Dear Walter,

McMahon Associates (McMahon) is pleased to submit this amendment for additional engineering services associated with the Canal District Gateway Redevelopment Project through the MassWorks Infrastructure Program. This amendment is intended to incorporate additional engineering efforts and construction administration services that were not included in the original contract dated December 9, 2019. The amendment proposes to increase our contract fee amount from \$232,600 to \$360,000.

Scope of Services

The basis of our efforts will focus developing design modification improvements associated with the pedestrian bridge and associated intersection and roadway improvements. The following scope of services is proposed:

Task 1: Additional Engineering Services

The scope of work under this task includes the following engineering services not included in the previously defined scopes of work:

- Geotechnical evaluation services to investigate sink holes found in vicinity of 42 Canal Road. Evaluation included additional site visits, development of an investigation plan for FirstLight, investigation of the subsurface, and the development of a technical memorandum documenting findings.
- Develop an alternative performance switchback bridge ramp design and specifications to address the sink holes in vicinity of 42 Canal Road. The alternative design replaces the concrete spread footing construction with a structural steel and micropile design to mitigate potential settlement.
- Plan revisions to incorporate MassDOT Highway Access Permit comments
- Design permitting coordination with FERC and FirstLight to address revisions to the bridge ramp structure
- Develop easement plan to address temporary construction and permanent easements on 42 and 36 Canal Road for Town acquisition. Investigate historical deeds at these parcels to address locations of property line discrepancies. Please note that this plan is independent of the easement plan prepared for FirstLight/FERC as identified in the previous amendment.

Task 2: Construction Administration:

Provide approximately 400 hours of construction administration during the 9-month period that includes the following services:

- Provide onsite observations during construction
- Review shop drawings
- Review structural design submissions
- Respond to Requests for Information (RFIs).
- Review and respond to Change Order Requests, if any.
- Prepare punch list item summaries and follow up on the progress.
- Perform final site visits and prepare a punch list of required corrective items.
- Review payment requisitions.
- Update the original design drawings and issue a record plan set to document as-built conditions based on data collected during construction, provided to McMahon by the contractor, and changes to the original design that may have occurred.

McMahon will keep the Town informed about the progress of the Work and will endeavor to guard the Town against deficiencies in the Work. McMahon will not supervise or have control over the Contractor's work nor have any responsibility for the Contractor's safety precautions or programs. The presence of McMahon's personnel at a construction site, whether as onsite representatives or otherwise, does not make McMahon or McMahon's personnel in any way responsible for the obligations, duties, and responsibilities of the Town and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work

Payment Recommendations made by McMahon for periodic construction progress payments to the construction contractor(s) are based on our knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by McMahon to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that McMahon has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to Town free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between Town and the construction contractors that affect the amount that should be paid.

Fee

McMahon will perform the work outlined in Task 1 on a fixed fee basis for a total of \$56,000, inclusive of out-of-pocket expenses that include mileage and printing. McMahon will perform Task 2 time and materials (T&M) basis for a not to exceed fee of \$71,400 inclusive in out of-pocket expenses (mileage and printing).

Extraordinary out-of-pocket expenses, major design revisions, and additional services are not included in this proposal, and will be provided, only as necessary and as authorized, on a time-and-materials basis in accordance with the attached Standard Provisions for Professional Services. These fees do not include out-of-scope services

outlined above, unanticipated changes in the design, requests for additional improvement options, requests for major modifications of the improvements during design, or after their review.

Exclusions

This proposal has been prepared to include those services anticipated as being required at this time and includes only those services specifically identified herein. Items not included in this Scope of Services include (but are not limited to):

1. Permitting and permitting fees are not included.
2. Services related to Hazardous waste identification, classification, permitting or handling have not been scoped.

Schedule

McMahon is prepared to begin work immediately upon receipt of the required authorization to proceed. We will execute these services in a timely manner to comply with the project schedule.

Conditions

The conditions of our agreement in accordance with the December 9, 2019 Owner-Consultant Agreement

We appreciate the opportunity to provide this proposal and look forward to reviewing it with you in greater detail. Should you have any questions, please contact me (413) 875-8990.

If you have any questions regarding this proposal, please feel free to contact me. Thank you for your consideration of our proposal. We look forward to working with you on this project.

Sincerely yours,



Paul M. Furgal, P.E., PTOE
Senior Project Manager & Office Lead

Accepted for the Town of Montague

By: _____ Title: _____
(Signature of Authorized Representative)

_____ Date: _____
(Print Name)



MONTAGUE PLANNING & CONSERVATION

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

Notice of Public Presentation Downtown Turners Falls Rapid Recovery Plan

The Montague Planning Department invites you to a Public Presentation of the Downtown Turners Falls Rapid Recovery Plan. Many of you have participated in the creation of this plan through focus groups and surveys. THANK YOU! The presentation will occur on Tuesday September 28 at 6:30PM. You may attend in person at Town Hall or via ZOOM. The Plan is supported by the State's Rapid Recovery Program. The Planning Department has worked with community stakeholders to identify 12 priority action items to help the downtown recover from the effects of COVID related measures. The Town will work to advance these priorities, with support from the State over the next 0-5 years so we can come back stronger than ever. You may observe that many of these are things that the town is already working on, to which we hope get a boost from incoming federal/state recovery funds.

12 Priority projects to support downtown recovery:

- Downtown navigational (wayfinding) sign program
- Build town hall annex into a multipurpose space for media and the arts
- Accelerate downtown streetscape improvements to Avenue A and Third Street
- Advance master planning and site preparation in the Canal District
- Implement high visibility public art projects such as activating the Indeck Coal Silo
- Expand creative economy support
- Implement policies and practices to optimize downtown parking
- River access below the Falls
- Peskeompskut Park bandshell improvements
- Advance new housing in downtown by issuing developer solicitations
- Design guidelines for downtown, to encourage new growth that is harmonious with the downtown architecture
- Support programs to expand business development

Zoom Login: <https://us02web.zoom.us/j/83512813316>

Meeting ID: 835 1281 3316 Passcode: 264159 Call in: 1 646 558 8656

More info on the Downtown Recovery Plan, including a project overview and downtown business survey results

If you can't make the meeting, I'll post a recording and the final plan at www.montague-ma.gov.

Did we miss the mark on something? Tell us at the meeting or I can accept written comments too. There will be a 1 week window for comments following the presentation.

Regards,

Walter Ramsey, AICP
Montague Town Planner

Summary of CARES and FEMA Assistance/Receipts to Date

As of September 23, 2021

Overview

	Total	FEMA	CARES
Received	\$ 548,462.00	\$	548,462.00
Expended	\$ 623,311.71	\$ 32,004.76	\$ 591,306.95
Awaiting Reimb	\$ (74,849.71)	\$ (32,004.76)	\$ (42,844.95)

Total CARES Allocation \$733,203

FEMA Detail

Project Name	Project #	Original Request	Revision #1	Revision #2	Final Application
COVID-19 FY20	145267	\$ 15,076.19	\$ 6,009.59	\$ 632.94	\$ 5,085.32
COVID-19 JulSep2020	154091	\$ 14,596.55	\$ 9,312.88	\$ 5,085.32	\$ 7,277.83
COVID19VAX	188651	\$ 7,277.83			\$ 19,641.61
COVID-19 #3	243691	\$ 19,641.61			\$ 32,004.76
		\$ 56,592.18			

Final Application reflects some costs that were shifted to CARES or which have not yet been fully reimbursed.



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

Charles D Baker
Governor

Samantha C. Phillips
Director

Karyn E. Polito
Lieutenant Governor

Terrence M. Reidy
Acting Secretary

September 17, 2021

Carolyn Olsen, Town Accountant
Town of Montague
1 Avenue A
Turners Falls, MA. 01376

RE: FEMA-4496-DR-MA-March 27, 2020 COVID-19

Dear Ms. Olsen:

Enclosed please find the following forms for the federal share of reimbursement under FEMA-4496-DR-MA associated with the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program:

- Contractor Authorized Signatory Listing (CASL) (if required)
- Standard Contract Package/Contract Amendment
 - Standard Contract Instructions
 - State Standard Contract Form
 - Attachment A
 - P2 – Project Application Grant Report & PW
 - Project Worksheet FEMA Form 90-91 Subgrant Application
- P4 – Project Completion & Certification Report
- Summary Sheet for Assurances & Certifications (if not already on file)
- Federal Funding Accounting and Transparency Act Form (FFATA)(if required)
- MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire (if required)
- Certification of Compliance with Federal Procurement Standards
- Record of Environmental Consideration (REC), if applicable

Please review all information on these forms for accuracy and applicability. Once you have reviewed these documents, please complete and have the Authorized Signatory representing your community or organization sign in the appropriate spaces provided as outlined in the attached **INSTRUCTION SHEET**.

For your records, please make copies of all documents you sign, as MEMA needs all originals from this Package returned.

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: 413-821-1500 Fax: 413-821-1599

In accordance with 44 CFR, Section 206.206 applicants to the FEMA PA program have the right to appeal any decision or determination regarding a PA application for federal assistance, including eligibility and the amount of assistance. The appeal must be in writing and contain documented justification supporting the appeal position, specify the monetary figure in dispute and the relevant provisions of federal law, regulation or policy which you believe was inconsistent with FEMA's determination. All appeals must be submitted through MEMA, to FEMA; you have sixty (60) days from the date of this letter in which to appeal this determination. Please contact the MEMA Disaster Recovery Unit with questions or issues related to the appeal process.

The State Standard Contract establishes the total obligation for your project based on state fiscal years, the start and end dates within which all work must take place, and the Contract's purpose (including Attachment A). Once signed by the Massachusetts Emergency Management Agency (MEMA), the contract will be executed and your community or organization will be responsible for all obligations and requirements included or referenced in the contract and its Attachment A.

Please mail original copies of all documents to:

**Massachusetts Emergency Management Agency
Attention: Sherry Leung, Grants Support Coordinator
400 Worcester Road
Framingham, MA 01702-5399**

MEMA will send an electronic copy of all executed documents to you. When you receive this back, please retain and file them with your completed project applications - these should become part of your official records. All documents associated with this reimbursement must be retained for a period of seven (7) years (beginning from the first day after the final contract payment has been made) or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving the contract.

Please remember, no funds can be disbursed until all requested forms have been completed and the **originals** returned to MEMA. Fax copies or "stamped" signatures **will not** be accepted.

If you have any questions, please contact Sherry Leung at (508) 820-1436 or at Shirletta.leung@mass.gov.

Sincerely,



Thad Leugemors
Assistant Director, Mitigation and Recovery

Attachment: **INSTRUCTION SHEET**

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: 413-821-1500 Fax: 413-821-1599

Instruction Sheet

Please use this form as a guide to help fill out your State Contract Package. All of the documents included are listed in the order in which they will appear in the contract package, along with directions on which forms need to be filled out and where they need to be signed.

Please keep a copy of all forms for your records.

All forms listed with an “X” marked in the box are included in your contract package and must be signed and returned to MEMA.

CASL - Contractor Authorized Signatory Listing

This form will only be included in the first Contract Package you receive for this disaster.

- The CASL designates who from your municipality/organization is authorized to sign contract documents. Their name should be listed in the box on the first page.
- An Authorizing Officer (such as a town administrator, CEO, Controller, legal counsel, etc.) signs on the first page for all Authorized Signatories allowed to sign contract documents.

Return signed and completed form to MEMA.

Standard State Contract/Contract Amendment – Commonwealth of Massachusetts

- This is the actual State contract, along with related information, where you are signing to receive the dollar amount listed.
- The Authorized Signatory completes the bottom left hand corner of the first page.

Return signed and completed form to MEMA

Attachment A

- The Attachment A outlines disaster related information, the FEMA Public Assistance Program, contractual and programmatic obligations, requirements of the PA program under the Stafford Act and 2 CFR 200, and additional sub-recipient related requirements.
- The Authorized Signatory signs on the last page.

Return signed and completed form to MEMA

FFATA – Federal Funding Accountability and Transparency Act form

- The FFATA certifies that you, as the applicant, are receiving federal funds that are subject to public record.
- Only check off and complete table on Part 2 if your municipality/organization meets the criteria listed.
- The Authorized Signatory signs at the bottom of the form.
- Required on single or aggregate contract amounts over \$24,999.99.

Return signed and completed form to MEMA

Certification of Compliance with Federal Procurement Standards

- This form must be signed by the person who manages or conducts procurement for the sub-recipient

MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire

- This form is asking the sub-recipient (applicant) to report any federal funding you received and any changes in your grant management procedures in the previous two fiscal years. Please have Town Accountant/Fiscal complete this form.
- Please complete the corresponding sections on the second page if you answer “yes” to any of the questions.

- Authorized Signatory signs at the bottom of the form.

Return signed and completed form to MEMA

Summary Sheet for Assurances and Certifications

This form will only be included in the first Contract Package you receive for this disaster.

- This is a FEMA form that outlines the assurances and certifications of receiving federal funds that you are agreeing to comply with.
- After completing the top section on pg.1, you will either certify to Part I (non-construction) or Part II (construction), depending on the nature of work completed in your project.
- You will certify to Parts III and/or IV, if applicable.
- The Authorized Signatory signs on the first page.

Return signed and completed form to MEMA

Project Worksheet (90-91) and Project Application Grant Report (P.2)

- The Project Worksheet (90-91) is included to show the applicant the final damage description, scope of work, and project related information for a Project Worksheet (PW).
- Insurance Narrative included if there are actual or anticipated insurance proceeds assoc. with PW.
- The Project Grant Application (P.2) is included to show the 100% and 75% FEMA cost shares associated with a project.

Return to MEMA but do NOT need to be signed

Project Completion and Certification Report (P.4)

- The P.4 is where the sub-recipient signs to certify that 100% of all the work on this project has been completed.
- If the work is **NOT** 100% complete at the time you receive the contract package, hold onto the P.4 and return it to MEMA when the work is 100% complete.
- The Authorized Signatory signs in the top left-hand corner on the second page.

Return signed and completed form to MEMA, if work is 100% complete

Record of Environmental Consideration (If applicable)

- Retain for your records

Insurance Narrative (if applicable)

- Retain for your records

W-9

Once complete, please return **original** forms to:
Massachusetts Emergency Management Agency
ATTN: Sherry Leung, Contract Specialist
400 Worcester Road,
Framingham, MA 01702

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



CONTRACTOR LEGAL NAME : TOWN OF MONTAGUE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Richard J. Kuklewicz	Chair, Selectboard
Steven Ellis	Town Administrator

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: September 27, 2021

Title: Chair, Selectboard

Telephone: 413-863-3200 ext. 108

Fax: 413-863-3231

Email: selectscty@montague-ma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



CONTRACTOR LEGAL NAME : TOWN OF MONTAGUE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Richard J. Kuklewicz

Title: Chair, Selectboard

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency MMARS Department Code: CDA	
Legal Address: (W-9, W-4): 1 Avenue A Turners Falls, MA 01376		Business Mailing Address: 400 Worcester Road Framingham, MA 01702	
Contract Manager: Carolyn Olsen, Town Accountant	Phone: (413) 863-3200	Billing Address (if different):	
E-Mail: accountant@montague-ma.gov	Fax:	Contract Manager: Shirletta Leung, Grants Unit	Phone: 508-820-1436
Contractor Vendor Code: VC6000191893		E-Mail: Shirletta.Leung@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CTFEMA4496MONTA00665	
		RFR/Procurement or Other ID Number: FEMA-4496-DR-MA	

<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date Prior to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>
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The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or **new** total if Contract is being amended). \$ 19,641.61

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **All work is subject to the Stafford act and all requirements of 'Attachment A' are incorporated under this contract. (Reference CFDA # 97.036) PW-00665(0) To reimburse for FEMA DR 4496 March 27, 2020- COVID-19 with Assistance for Emergency Protective Measures-COVID-19 #3**

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

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

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

3. were incurred as of 03/27/2020, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 11/30/2021 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____

Print Title: _____

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____

Print Title: _____



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

Contractor Legal Name (and D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (Left Side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, or local government or other entities.

Department Procurement: Check this option for a Department contract procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended, or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). See "Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if there is no change.

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget: Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material change" in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under M.G.L. c. 29, § 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments (M.G.L. c. 29, § 23A), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.



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BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021-23") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file. See the Commonwealth's policy on electronic or digital signatures.

Contractor Name/Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date." Rubber stamps are not acceptable. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name/Title: Legibly enter Authorized Signatory's name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



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discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and M.G.L. c. 11, §12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950.CMR 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 147; M.G.L. c. 29, § 29F; M.G.L. c. 30, § 39R; M.G.L. c. 149 §§ 27C, 44C and 148B; and M.G.L. c. 152, § 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under M.G.L. c. 66A; and the Massachusetts Constitution Article XVIII, if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to M.G.L. c. 29 §§ 26, 27 and 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by M.G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, M.G.L. c. 62C, § 49A, reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under M.G.L. c. 62E, withholding and remitting child support including M.G.L. c. 119A, § 12, TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and



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confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under M.G.L. c. 214, § 3B.

For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the Commonwealth's Terms and Conditions, the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Corporate and Business Filings and Reports. The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); M.G.L. c. 149, § 27G (moving office furniture and fixtures); M.G.L. c. 149, § 27H (cleaning state office buildings or buildings leased by the state); M.G.L. c. 6C, § 44 (MassDOT relocation of utilities or utility facility); M.G.L. c. 7, § 22 (contracts for meat products and clothing and apparel); M.G.L. c. 71, § 7A (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations (M.G.L. c. 151 and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); M.G.L. c. 151A (unemployment insurance and contributions); M.G.L. c. 152 (workers compensation and insurance); M.G.L. c. 150A (Labor Relations); M.G.L. c. 153 (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C. § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); M.G.L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A; Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act); M.G.L. c. 149, § 105D; M.G.L. c. 151C; M.G.L. c. 272, §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.



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Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term "other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to M.G.L. c. 7, § 22C, for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to M.G.L. c. 30, § 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under

the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by M.G.L. c. 151E, § 2. If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law, including M.G.L. c. 268A, § 5(f) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.



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Executive Orders 523, 526 and 565. Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

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Charles D. Baker
Governor

Samantha C. Phillips
Director

Karyn E. Polito
Lieutenant Governor

Terrence M. Reidy
Acting Secretary

September 17, 2021

MEMA Scope, Terms, and Conditions (Attachment A)
CTFEMA4496MONTA00665
Contractor: Town of Montague

Disaster Declaration

The President declared a major disaster on March 27, 2020 as a result of COVID-19 that occurred from January 20, 2020 and continuing pursuant to his authority under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 et seq.) ("Stafford Act"). This declaration, designated FEMA-4496-DR-MA, authorized Public Assistance Category B and the Crisis Counseling Program statewide. Authorized by Section 403 of the Stafford Act, FEMA may provide financial and/or direct assistance under Public Assistance Category B for emergency protective measures taken to respond to COVID-19 that are not authorized under other federal statutes. State, tribal, and local government entities and certain private nonprofit organizations throughout the entire state are eligible to apply for Public Assistance Category B. Authorized by Section 416 of the Stafford Act, FEMA may provide financial assistance under the Crisis Counseling Program to the state to provide professional counseling services or training of disaster workers to victims of COVID-19 in order to relieve mental health problems caused or aggravated by COVID-19 or its aftermath.

Parties

The Contractor or (sub-recipient) is an eligible public or private not-for-profit entity that has submitted a request for public assistance as an applicant to the Federal Emergency Management Agency (FEMA) Public Assistance Program and has received an approved award. The sub-recipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through its Massachusetts Emergency Management Agency ("Department"), is the non-Federal Grantee responsible for administering all public assistance as pass-through grants for FEMA. The Contractor is a Sub-recipient of the Commonwealth of Massachusetts that enters into contract # CTFEMA4496MONTA00665 as described in this Attachment A.

Purpose

The FEMA Public Assistance (PA) program reimburses approved applicants for the federal share (75%) of eligible costs incurred by the Contractor for emergency protective measures taken by the Contractor to save lives, protect public health and safety, or prevent damage to improved public or private property or for permanent work to restore a damaged facility to its pre-disaster status as a result of damage from this declared

disaster. This sub-grant contract provides federal share funding, through the Department, for the specific projects listed in the attached PW – Project Worksheet FEMA Form 90-91 Subgrant Application (PW-00665(0)).

For DR 4496, there will be 100% reimbursement.

Applicable Laws and Regulations

This contract is issued as a grant by the Commonwealth of Massachusetts and is subject to all applicable laws and regulations including, but not limited to, MGL Chapter 29, 815 CMR 2.00 and the Commonwealth Standard Terms and Conditions. Funding is provided to the Commonwealth by FEMA as federal assistance for the major disaster designated FEMA-4496-DR-MA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR and 2 CFR 200. As a federal sub-recipient, the Contractor is responsible for compliance with any and all applicable federal and state laws, statutes, rules, regulations, and policies. It is also the responsibility of the Contractor to maintain detailed records of documents concerning the bidding, execution, payment, and completion of this project in compliance with state and federal audit requirements.

Compliance with Environmental Regulations:

The Contractor, as a sub-recipient, must follow all environmental review conditions imposed by FEMA on this grant award; these conditions are in the Record of Environmental Consideration included in this agreement, if applicable. The sub-recipient shall provide copies of all permits and approvals required in support of the project prior to construction. Failure to obtain all appropriate federal, state, and local environmental permits may jeopardize federal funding. Sub-Recipients are encouraged to integrate National Environmental Policy Act (NEPA) compliance and related legislation as implemented under 44 CFR Part 10, with the initial planning and decision making process for this program.

Insurance:

If the Contractor has insurance on the damaged facility, FEMA Insurance Specialists will review the insurance policy. FEMA Insurance Specialists anticipate that the figure denoted on line item 5900/01 of your 90-91 and described in the Insurance Narrative will be covered through your policy. Therefore these costs would be not eligible for FEMA reimbursement. The Contractor may be required to “obtain and maintain” property insurance to be eligible for this and any future disasters.

Audit Responsibilities

The Contractor, as a sub-recipient, is subject to the above federal and state regulations and related requirements as further described below. Approval of a project, project costs, contract or payment by either FEMA or MEMA does not exempt the Contractor from requirements to repay funds if required. Should a state, federal, or local audit or other oversight review process reveal that actions taken by the Contractor or approvals made by FEMA or MEMA, regardless of previous approval by either FEMA or MEMA, do not comply with regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by FEMA and/or MEMA. Repayments not made as expected may be considered debts and addressed under the Commonwealth’s Debt Collection and Intercept policy (815 CMR 9.00).

Completion of Work

Due to the unexpected nature of disasters, the effective contract start date on the Standard Contract signature page will most often be earlier than the dated signatures for both the Department and Contractor. The Contractor may be reimbursed for approved activity taking place no earlier than the effective start date as indicated on the Standard Contract signature page and extending to no later than 3/27/2024, the FEMA allotted time frame for project completion. All performance must be completed within these dates unless a period of performance extension is executed by both parties prior to the current end date. Based on extraordinary circumstances and when supported with appropriate justification, Period of Performance extensions may be granted by either MEMA or FEMA on a case-by-case basis in accordance with FEMA PA program policy. It is the responsibility of the Contractor to submit a completed time extension request to MEMA 60 days before the

established time frame for completing eligible work expires. FEMA regulations provide reimbursement only for those costs incurred up to the latest approved completion date for a particular project.

Contract Dates

Work must be completed based on FEMA's Period of Performance as explained above. The contract end date applies to the contract only and does not extend the time limit on work completion.

Budget

The Contractor has applied to FEMA for disaster assistance and has been approved for **\$ 19,641.61** in total eligible costs. This contract is awarded to reimburse Contractor for 75% of eligible costs based on FEMA PA requirements. Funds may be expended only for the purposes described within the Scope of Work of the approved Project Worksheet (Form 90-91), which is hereby incorporated into this contract. For DR 4496, there will be 100% reimbursement.

The total value of this contract is determined by the FEMA-approved Project Worksheet. Funding is made available over the life of the contract and is allocated based on state fiscal year projections (July 1 – June 30).

The total value of this contract is **\$ 19,641.61**. Fiscal year spending is projected as follows:

FY22: **\$ 19,641.61**

Amendments to fiscal year projections must be requested no later than May 1 to ensure a revised contract is executed prior to the end of the state fiscal year. FEMA approval is not required for an amendment to the state fiscal year budget as long as activity remains within the FEMA approved period of performance. Contractors cannot be reimbursed for costs over and above the fiscal year budget in the absence of an approved contract amendment.

Payments

The Contractor is responsible for procurement, documentation, and expenditure of all funds used to support the project. All payments are subject to verification by the Department. Due to the unplanned nature of disasters, it is understood that many projects will have incurred 100% of their costs prior to contracting with MEMA.

'Small' and 'Large' Project Payments

A 'Small Project' is eligible for payment immediately after execution of the state contract. FEMA-designated Small Projects (less than \$131,100.00 for FFY2020) will be fully reimbursed after a state contract has been properly executed, even if the work has not been completed (44 CFR 206.205). Sub-recipients must submit all required documentation and a signed P.4 when the work is completed. The Department will review documentation to ensure work was related to the approved project. Per 44 CFR 206.205, if actual spending on a Small Project is less than the approved project amount, the sub-recipient is not required to return the funds. However, any Contractors seeking additional funds for Small Project cost overruns must first apply overages from other Small Projects before additional federal funds can be requested. Failure to complete a small project may require that reimbursement of federal funds be returned to the Department.

FEMA-designated 'Large Projects' (greater than \$131,100 for FFY2020) are paid on actual costs incurred for eligible work (not on cost estimates) and payment will be made upon receipt of all required supporting documentation. If the project is 100% complete at the time of FEMA approval, the Contractor must provide a signed P.4 as an invoice/payment request. Projects that are not 100% complete may be paid at the completion of the project or periodically throughout the life of the project as partial payments for actual costs incurred for FEMA-eligible work. All payment requests must be accompanied by proper back-up documentation including proof of payment. The Contractor will be reimbursed only for the amount of eligible, documented actual costs incurred. A signed P.4 is required for final payment of large projects accompanied by an approved 100% FEMA PW. All projects are subject to periodic inspection and verification by FEMA and/or MEMA personnel.

Payment for Large Projects shall be no more than 75% of actual work supported by documentation of the work and match. For DR 4496, there will be 100% reimbursement.

Sub-recipient Match

The use of FEMA funds for their stated purposes requires a 25% non-federal cost-share contribution from the Contractor per 44 CFR 206.65. Cost-share contributions may be satisfied by either or both of: (1) allowable costs incurred under the scope of performance for the PW funded by this contract and paid from non-federal sources, and/or (2) the value of third party in-kind contributions applicable to the period to which the cost-sharing requirements apply. Allowable costs paid from non-federal sources must not count towards satisfying a cost-sharing or matching requirement of any other award of federal funds. Execution of this contract constitutes the Contractor's certification that it is applying non-federal sources to meet its cost-share obligation (2 CFR 200.306). For DR 4496, there will be no cost share requirement.

All sub-recipients are required (2 CFR 200.302) to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. These records shall include both Federal funds and all matching funds of State, local, and private organizations, when applicable. MEMA will verify match at time of payment for Large Projects.

Reporting

Contractor is a federal grant sub-recipient and therefore subject to all federal reporting requirements associated with FEMA-4496-DR-MA.

For any project not 100% completed at the time of contracting the Contractor must submit quarterly progress reports as required by the Department.

The Contractor must submit a P.4 Report for any 100% completed PW to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the project was completed and payments were made in compliance with the provisions of this contract and all other applicable governing documents.

Federal Funding Accounting and Transparency Act (FFATA)

FEMA federal funds are subject to the Federal Funding Accounting and Transparency Act (FFATA). Sub-recipient agrees to abide by FFATA regulations and to submit the attached FFATA form along with its contract package. The form is required if the amount, one time or aggregate, exceeds \$24,999.99.

2 CFR 200 Subpart F Audit Reports, Subpart F Form.

Per Office of Management and Budget (OMB) regulations, sub-recipient may be subject to Subpart F audit requirements. Contractor agrees to submit the required Sub-recipient Pre-Award Risk Assessment Questionnaire response form. Sub-recipient agrees to notify MEMA of any Subpart F audit findings related to any federally funded activities. Sub-recipient acknowledges that a Corrective Action Plan may be required by MEMA for related findings prior to execution of contracts or issuance of payments.

Sub-recipient Risk Assessment and Monitoring

Per 2 CFR 200.331, prior to awarding of this contract, the sub-recipient must provide to the Department the attached Sub-recipient Risk Assessment Questionnaire and Response form. Sub-recipient further agrees to monitoring by the Department as a result of its assessment of the sub-recipient's risk for non-compliance.

Internal Controls

Per 2 CFR 200.303, sub-recipients must maintain and implement effective internal controls that provide reasonable assurance that federal funds are managed in compliance with all statutes, regulations, and terms and conditions.

Per 2 CFR 200.430 (Compensation), internal controls must cover payroll charges to federal awards such that payroll charges are documented as accurate, allowable, and allocable, are reflected in the official records of the sub-recipient, reasonably reflect the total activity for each employee (federal and non-federal), and comply with all accounting policies and practices of the sub-recipient.

Procurement

Sub-recipient must conduct all procurements in compliance with 2 CFR 200.318-326. Specific policies, procedures, and/or standards must be in place that meet or exceed these requirements at the time of procurement. The Certification of Compliance with Federal Procurement Standards must be signed for each contract issued to the sub-recipient. Costs incurred which are otherwise appropriate and reasonable, but which were procured in violation of federal procurement requirements may result in disallowed costs or sub-recipient repayment obligations.

Procurement Contract provisions

Contracts utilized by sub-recipients for goods and services must contain the applicable provisions described in 2 CFR 200 Appendix II.

Disclosures

Per 2 CFR 200.112, the sub-recipient must disclose in writing any potential conflicts of interest to the Department.

Per 2 CFR 200.113, the sub-recipient must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially effacing the federal award.

Per 44 CFR 206.253 and FEMA Public Assistance Policy on Insurance (FP 206-086-1), as a condition of FEMA assistance for permanent work to replace, restore, repair, reconstruct or construct a facility, the applicant must insure the facility and/or its contents against future loss (i.e. "obtain and maintain" insurance), with such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazards which caused the major disaster. A sub-recipient should notify FEMA- in writing through the Department of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

FEMA Required Assurances

All sub-recipients must complete the attached Summary Sheet for Required Assurances and any associated assurances required.

Records Management

The Contractor agrees that all financial and programmatic records, supporting documents, statistical records, and other records associated with this contract are required to be retained for a period of seven (7) years, beginning on the first day after the final payment under this contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving this contract and/or any approved PWs funded by it. All of the following records may not be applicable to every project, but everything that does pertain to a project should be filed with the corresponding Project Worksheet.

Certifications (200.415)

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false,

fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Non-profit organizations must certify as appropriate that they did not meet the definition of a major corporation as defined in 2 CFR 200.414 Indirect (F&A) costs, paragraph (a).

Acceptance of Terms and Conditions

Prior to acceptance of these terms and conditions, Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

By signing below, the Contractor certifies that it understands all obligations and has in place or will implement policies and procedures that meet or exceed the standards and requirements above. Acceptance of payment for the activities under this agreement indicates that all actions taken by the sub recipient for the purposes of this grant program were done so in compliance with all grant requirements and all applicable laws and regulations, including the certification statement above.

Steven Ellis
Print Name

[Signature]
Signature

Town Administrator
Title

9/22/21
Date

Certification of Compliance with Federal Procurement Standards

All sub-recipient spending under the FEMA Public Assistance Program must comply with the federal procurement standards described in 2 CFR 200.317 through 200.326¹. Sub-recipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws and regulations. **Non-compliance with the applicable procurement regulations can result in unallowable costs and no reimbursement.**

If the sub-recipient does not have documented procurement procedures, MEMA will not provide a contract. If the sub-recipient's procurement procedures are inadequate, MEMA will not provide a contract until appropriate revisions have been made to assure all expenditures will be made in compliance with the applicable federal, state, local, and tribal procurement requirements.

These questions must be responded to by the person who manages and/or conducts procurement for the applicant as a whole (i.e., for municipal programs, this form must be completed and signed by the person who manages and/or conducts procurement on behalf of the municipality).

1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices (*applicant should state Yes or No*) YES NO

2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.326 (*applicant should state Yes or No*) YES NO

Name of person completing this form Steven Ellis

Title Town Administrator

Signature [Handwritten Signature]

Email TownAdmin@montague-ma.gov

Telephone 413 863-3200 x110

Sub-Recipient Organization Name: Town of Montague

¹ These regulations may be found in their entirety on the U.S. GPO's website here:
<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

MEMA Subrecipient Pre-Award Risk Assessment Questionnaire

Subrecipient (Applicant) Name: Town of Montague

(Includes all departments, divisions, or units within the Municipality or Not-for-Profit receiving federal grant funds)

Per 2 CFR 200.331 section (b), MEMA is required to "evaluate each subrecipient's risk of non-compliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring." Please provide the information requested below with your application.

MEMA grant program and fiscal staff will review past performance of subrecipient and information below to determine the extent to which, if any, monitoring or other measures may be taken to support subrecipient compliance.

(1): Has Subrecipient been the direct recipient or a subrecipient of MEMA-issued federal funds within the last two fiscal years:

Yes

No

(if no, please complete corresponding section on next page)

(2): Was Subrecipient required (OMB A-133 or 2 CFR 200 Subpart F) to have an audit of Federal Funds performed in the two most recently closed fiscal years?

Yes

No

Does Subrecipient have any findings or questioned costs related to MEMA federal grants administration in the last two most recently closed fiscal year Audits?

Yes

No

(if yes, please complete corresponding section on next page)

(3): Has Subrecipient employed new personnel or implemented new or substantially changed systems related to Federal Grant Management in the last calendar year?

Yes

No

(if yes, please complete corresponding section on next page)

(4): Has Subrecipient been monitored by any Federal Agency as a direct recipient of Federal Funding in the last two fiscal years.

Yes

No

(if yes, please complete corresponding section on next page)

(5): Does subrecipient conduct federally funded activities under an approved Internal Control Plan that meets federal guidelines and provides for sound financial management of grant activities, including:

- Detection and Prevention of Fraud, Waste, and Abuse;
- Accounting system identification of the receipt and expenditure of program funds separately for each grant/contract;
- Distribution records maintained for an employee when his/her effort are used as a direct cost or match;
- Procurements conducted in compliance with federal procurement requirements.

Yes

No

(if there are internal control plan concerns, please complete corresponding section on next page)

**MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire
Response Form**

(1): If you have not received a grant from MEMA in the last two years, please indicate last grant received from MEMA:

Federal Award Name	Purpose	Amount	Start Date	End Date
?	Hurricane Irene Storm Damage	\$2.240		pymt rec'd 5-8-13

(2): Please list below (or attach) the results of any A-133 or Subpart F audits for the last two fiscal years of subrecipient:

Grant Audited	Finding Date	Finding Description
---------------	--------------	---------------------

MEMA will send a letter to subrecipient seeking additional details on the above finding(s), requesting subrecipient response and Corrective Action Plan, and setting a schedule for MEMA to issue a Management Decision.

(3): Please describe any new systems or staffing that may impact federal grant award administration:

(4): Please describe (or attach) the results of federal monitoring received within the last two fiscal years:

(5): Please describe any Internal Control-related concerns:

My signature below indicates that I have reviewed the relevant accounting, internal control, and program staffing and management systems of my organization, that the above information is complete and correct, and that all efforts to minimize the risk of noncompliance have and will be taken by my organization.

Signature Carolyn Olson

Date 9-21-21

Printed Name Carolyn Olson

Title Town Accountant

Instructions for FEMA Assurances and Certifications

Summary Sheet:

- FY- Fill out the Fiscal Year (ex. FY 2022)
- CA FOR- Fill in the name of your City/Town/or Organization (Town of Smallville)

Check the boxes that apply to your application:

- Part I : Non Construction: Category A & B: Snow Removal/ Debris Management/Emergency Protective Measures
- Part II: Category C through G: Permanent Work
- Part III: All application types check this box
- Part IV: Never check this box

Authorized Representative signs the summary sheet

DO NOT SIGN Standard Form LLL: Disclosure of Lobbying Activities

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 1660-0025
Expires July 31, 2007

FOR
FY 22

CA FOR (Name of Recipient)
Town of Montague

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I** FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II** FEMA Form 20-16B, Assurances-Construction Programs
- Part III** FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV** SF LLL, Disclosure of Lobbying Activities *(If applicable)*

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Steven Ellis

Typed Name of Authorized Representative

Town Administrator

Title



Signature of Authorized Representative

9/22/21

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472. You are not required to complete this form unless a valid OMB control number is displayed in the upper corner on this form. **Please do not send your completed form to the above address.**

Paperwork Burden Disclosure Notice

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NOTE:

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (*including funds sufficient to pay the non-Federal share of project costs*) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4727-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P. L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IV of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912, (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniformed Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
8. Will comply with provisions of Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7) the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable with flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) of the Clear Air Act of 1955, as amended (42 U.S.C. Section et seq.); (g) protection underground sources of drinking water under Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components of the national wild and scenic rivers systems.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

U. S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-CONSTRUCTION PROGRAM

*O.M.B. No. 1660-0025
Expires July 31, 2007*

PAPERWORK BURDEN DISCLOSURE NOTICE

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NOTE"

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (*including funds sufficient to pay the non-Federal Share of project cost*) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a paper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's standards for a Merit System of Personnel Administration (5 C.F.R. 900-subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801-et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statues relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sections 794) which prohibits discrimination on the basis of; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-61-7) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the bases of abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the bases of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) and other non-discrimination provisions in the specific statutes(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statues(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interest in real property acquired for project purpose regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employment activities are funded in whole or impart with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 27a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for Federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in the total cost of insurable construction and acquisition is \$ 10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (E.O.) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management programs developed under the Coastal Zone Management Act of 1973 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementations Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); (H) Protection of Endangered species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 46s-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agencies of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117-1961, as modified (41CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organization" including but not limited to, the "Lobbying Revision" published in vol 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

U. S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

O.M.B. No. 1660-0025
Expires July 31, 2007

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants).". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form-LLL "Disclosure of Lobbying Activities" attached
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

- (a) Publishing a statement notifying employees that the unlawful manufacture, distributions
(b) Establishing an on-going drug free awareness program to inform employees about-

- (1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convections;

(e) Notifying the agency, in writing, with 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Montague Town Facilities
1 Avenue A
Turners Falls MA 01376

Check If there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

Standard Form LLL: Disclosure of Lobbying Activities

N/A

Approved by OMB
0348-0046

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> Contract</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Cooperative Agreement</p> <p><input type="checkbox"/> Loan</p> <p><input type="checkbox"/> Loan Guarantee</p> <p><input type="checkbox"/> Loan Insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> Bid/Offer/Application</p> <p><input type="checkbox"/> Initial Award</p> <p><input type="checkbox"/> Post Award</p>	<p>3. Report Type</p> <p><input type="checkbox"/> Initial Filing</p> <p><input type="checkbox"/> Material Change</p> <p>For Material Change Only:</p> <p>Year: _____ Quarter: _____</p> <p>Date of Last Report: _____</p>
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<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee</p> <p>Tier # _____, (if known)</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in Number 4 is Sub-Awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
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<p>6. Federal Department/ Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>
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<p>8. Federal Action Number (if known):</p>	<p>9. Award Amount (if known)</p>
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<p>10. a Name and Address of Lobbying Registrant: (if individual, last name, first name, MI)</p>	<p>10. b Individuals Performing Services (including address if different from 10a.)</p>
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<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>
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FEDERAL USE ONLY:

Capture Date: 09/16/2021 15:07				
Federal Emergency Management Agency				
Project Application Grant Report (P.2)				
Disaster: FEMA-4496-DR-MA				
Number of Records: 1				
Applicant ID: 011-42285-00 Bundle # : PA-01-MA-4496-PW-00665(565)		Applicant: MONTAGUE (TOWN OF)		
PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-4496-PW-00665(0)	B	N	03-27-2024	19,641.61
Facility Number:	1			
Facility Name:	Damage # 556436; Emergency Protective Measures (Damage for Project [243691] COVID-19 #3)			
Location:	1 Avenue A, Turners Falls, MA			

Capture Date: 09/16/2021 15:07			
Federal Emergency Management Agency			
Project Application Grant Report (P.2)			
Disaster: FEMA-4496-DR-MA			
Number of Records: 1			
556436 Damage for Project [243691] COVID-19 #3			
<p>Work Completed</p> <p>In response to the Covid-19 Pandemic, The Applicant utilized Force Account Labor and Force Account Materials in taking the Emergency Protective Measures from the Town of Montague.</p> <p>The cost covers work completed between 01/22/2021 and 06/30/2021.</p> <p>Town of Montague</p> <p>A. Provided screening and temperature scanning products at Town Hall, 1 Avenue A, Turners Falls, MA (42.609414, -72.555004) and the libraries, 201 Avenue A, Turners Falls, MA (42.605178, -72.559387) in response to COVID-19 such as thermometers and nitrile exam gloves.</p> <p>B. Provided facility disinfection products and cleaning services for the immediate threats to the public health and safety such as electronics cleaning wipes, disinfecting wipes, vinyl gloves, and masks.</p> <p>C. Provided Personal Protection Equipment (PPE) for the control and reduction of the immediate threats to public health and safety for visitors and staff responding to Covid-19 such as hand sanitizers, gloves, face shields, masks, eyewear for respirator, and thermometers.</p> <p>D. Provided the dissemination of information at Town Hall to provide warnings and guidance such as torch head - tool for making office barriers, Lexan sheet for office barriers, and social distance floor stickers.</p> <p>E. Provided equipment and supplies for vaccine administration at the Clinic, 68 Sunderland Rd, Montague, MA (42.541347, -72.536358) for residents such as a treatment table for vaccinations, needle resistant nitrile exam gloves, and padded blood drawing chair.</p> <p>F. Provided meals for workers at the Clinic such as bottled water, fried chicken, and cookies.</p> <p>1. FA Labor (ST): \$6,661.62 2. FA Materials: \$12,979.99</p> <p>Work Completed Total: \$19,641.61</p> <p>Project Notes:</p> <p>1. All costs associated with this project have been validated. See document labeled Gator - CRC - DVS Validation Spreadsheet (Montague)</p> <p>2. This project is limited to cost claimed in the Schedule EZ of the Applicant's Streamlined Project Application.</p> <p>3. FEMA will not approve PA funding that duplicates funding or assistance provided by another Federal agency, including the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, and the United States Department of Agriculture.</p> <p>4. Disposition of Purchased Supplies: Applicant must calculate the current fair market value of any unused residual supplies (including materials) that FEMA funded for any of its projects and determine the aggregate total. Applicant must provide the current fair market value if the aggregate total of unused residual supplies is greater than \$5,000. FEMA reduces eligible funding by this amount. See PAPPG V3.1 2018 page 29.</p> <p>5. Office barriers were temporary and no alternations were made to the existing facility.</p> <p>6. The people working at the town hall were temporary employees hired just for that purpose and were not budgeted. Similarly, the library had not budgeted for screening, so part-time employees worked additional hours to screen visitors.</p> <p>7. Provided disinfection cleaning of building interior by using commercially available cleaning supplies. Run-off was not generated.</p>			
Scope of Work:		8. Correct GPS coordinates for Clinic at 68 Sunderland Rd, Montague, MA: 42.511347, -72.536358	
1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	19,641.61	0.00	19,641.61

Capture Date: 09/16/2021 15:07

Federal Emergency Management Agency

Project Application Grant Report (P.2)

Disaster: FEMA-4496-DR-MA

Number of Records: 1

Federal Share (\$)	19,641.61	0.00	19,641.61
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PA-01-MA-4496-PW-00665(0) <u>P</u>	
Applicant Name: MONTAGUE (TOWN OF)	Application Title: 243691 - COVID-19 #3
Period of Performance Start: 03-27-2020	Period of Performance End: 03-27-2024

Bundle Reference # (Amendment #) PA-01-MA-4496-PW-00665(565)	Date Awarded 09-15-2021
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Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 100%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4496	-	DR	-MA	B
APPLICANT: MONTAGUE (TOWN OF)			WORK COMPLETE AS OF: 09-14-2021 : 100 %		
Site 1 of 1					
DAMAGED FACILITY:				COUNTY: Franklin	
Damage # 556436; Emergency Protective Measures (Damage for Project [243691] COVID-19 #3)					
LOCATION:			LATITUDE:	LONGITUDE:	
PA-01-MA-4496-PW-00665(0): 1 Avenue A, Turners Falls, MA			42.609414	-72.555004	
Current Version:					
DAMAGE DESCRIPTION AND DIMENSIONS:					
PA-01-MA-4496-PW-00665(0): The Disaster #4496DR, which occurred between 1/20/2020 and Ongoing , caused: Damage # 556436; Emergency Protective Measures (Damage for Project [243691] COVID-19 #3) During the incident period of 1/20/2020 through Ongoing, COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures. Provided screening and temperature scanning products for the control and reduction of the immediate threats to public health and safety due to Covid-19 at Town of Montague, 1 Avenue A, Turners Falls, MA (42.609414, -72.555004) from 1/22/2021 to 6/30/2021. Provided facility disinfection for the management, control and the reduction of immediate threats to public health and safety due to COVID 19 at Town Hall, 1 Avenue A, Turners Falls, MA (42.609414, -72.555004); Library, 201 Avenue A, Turners Falls, MA (42.605178, -72.559387); and Clinic, 68 Sunderland Rd, Montague, MA (42.541347, -72.536358) from 1/22/2021 to 6/30/2021. Provided Personal Protection Equipment (PPE) for employees responding to the management, control and reduction of COVID 19 at Town Hall, 1 Avenue A, Turners Falls, MA (42.609414, -72.555004); Library, 201 Avenue A, Turners Falls, MA (42.605178, -72.559387); and Clinic, 68 Sunderland Rd, Montague, MA (42.541347, -72.536358) from 1/22/2021 to 6/30/2021. Provided dissemination of information for warnings and guidance due to COVID 19 at Town Hall, 1 Avenue A, Turners Falls, MA (42.609414, -72.555004) from 1/22/2021 to 6/30/2021. Provided equipment and supplies for vaccine administration due to COVID 19 at the Clinic, 68 Sunderland Rd, Montague, MA (42.541347, -72.536358) from 1/22/2021 to 6/30/2021. Provided meals for Clinic workers due to COVID 19 at the Clinic, 68 Sunderland Rd, Montague, MA (42.541347, -72.536358) from 1/22/2021 to 6/30/2021. Current Version:					
SCOPE OF WORK:					
PA-01-MA-4496-PW-00665(0):					

556436 Damage for Project [243691] COVID-19 #3

Work Completed

In response to the Covid-19 Pandemic, The Applicant utilized Force Account Labor and Force Account Materials in taking the Emergency Protective Measures from the Town of Montague.

The cost covers work completed between 01/22/2021 and 06/30/2021.

Town of Montague

A. Provided screening and temperature scanning products at Town Hall, 1 Avenue A, Turners Falls, MA (42.609414, -72.555004) and the libraries, 201 Avenue A, Turners Falls, MA (42.605178, -72.559387) in response to COVID-19 such as thermometers and nitrile exam gloves.

B. Provided facility disinfection products and cleaning services for the immediate threats to the public health and safety such as electronics cleaning wipes, disinfecting wipes, vinyl gloves, and masks.

C. Provided Personal Protection Equipment (PPE) for the control and reduction of the immediate threats to public health and safety for visitors and staff responding to Covid-19 such as hand sanitizers, gloves, face shields, masks, eyewear for respirator, and thermometers.

D. Provided the dissemination of information at Town Hall to provide warnings and guidance such as torch head - tool for making office barriers, Lexan sheet for office barriers, and social distance floor stickers.

E. Provided equipment and supplies for vaccine administration at the Clinic, 68 Sunderland Rd, Montague, MA (42.541347, -72.536358) for residents such as a treatment table for vaccinations, needle resistant nitrile exam gloves, and padded blood drawing chair.

F. Provided meals for workers at the Clinic such as bottled water, fried chicken, and cookies.

- 1. FA Labor (ST): \$6,661.62
- 2. FA Materials: \$12,979.99

Work Completed Total: \$19,641.61

Project Notes:

1. All costs associated with this project have been validated. See document labeled Gator - CRC - DVS Validation Spreadsheet (Montague)
2. This project is limited to cost claimed in the Schedule EZ of the Applicant's Streamlined Project Application.
3. FEMA will not approve PA funding that duplicates funding or assistance provided by another Federal agency, including the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, and the United States Department of Agriculture.
4. Disposition of Purchased Supplies: Applicant must calculate the current fair market value of any unused residual supplies (including materials) that FEMA funded for any of its projects and determine the aggregate total. Applicant must provide the current fair market value if the aggregate total of unused residual supplies is greater than \$5,000. FEMA reduces eligible funding by this amount. See PAPPG V3.1 2018 page 29.
5. Office barriers were temporary and no alternations were made to the existing facility.
6. The people working at the town hall were temporary employees hired just for that purpose and were not budgeted. Similarly, the library had not budgeted for screening, so part-time employees worked additional hours to screen visitors.
7. Provided disinfection cleaning of building interior by using commercially available cleaning supplies. Run-off was not generated.
8. Correct GPS coordinates for Clinic at 68 Sunderland Rd, Montague, MA: 42.511347, -72.536358

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9007	LABOR	1/LS	\$ 6,661.62	\$ 6,661.62
2	9009	MATERIALS	1/LS	\$ 12,979.99	\$ 12,979.99
				TOTAL COST	\$ 19,641.61

PREPARED BY Abigail Atkinson	TITLE IBD	SIGNATURE
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APPLICANT REP. Carolyn Olsen

TITLE Town Accountant

SIGNATURE



[View Application](#)

Generated Date: 09/16/2021 15:12

**Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Disaster: FEMA-4496-DR-MA**

Applicant FIPS ID: 011-42285-00 Applicant/Subdivision Name: MONTAGUE (TOWN OF)

<u>PW#</u>	<u>Amendment #</u>	<u>Approved Proj. Amt.</u>	<u>Cost Share</u>	<u>Cat</u>	<u>Bundle</u>	<u>Work Done By</u>	<u>Projected Compl. Date</u>	<u>% Compl. at Insp.</u>	<u>Elig Amount</u>	<u>Actual Date Completed</u>	<u>Amt. Claimed by Applicant</u>	<u>Comments</u>
PA-01-MA-4496-PW-00665	0	\$19,641.61	N	B	PA-01-MA-4496-PW-00665(565)	Force	03-27-2024	100	\$19,641.61	06-30-2021	\$ 19,641.61	

Total for 1 PWs: \$19,641.61

Subgrantee Admin: \$0.00

Grand Total: \$19,641.61

\$ _____

Generated Date: 09/16/2021 15:12

**Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Disaster: FEMA-4496-DR-MA**

Applicant FIPS ID: 011-42285-00 Applicant/Subdivision Name: MONTAGUE (TOWN OF)

Certification

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.

I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ 19,641.61

Signed:  Date: 9/22/21

Signed: _____ Date: _____

Applicant's Authorized Representative

Governor's Authorized Representative

PW 00665
Project 243691

FEMA Environmental Planning and Historic Preservation

Memo for Record for Review of

Public Assistance Emergency Protective Measures Activities (Category B) for the COVID-19 Declarations

On April 3, 2020, the Director of the Office of Environmental Planning and Historic Preservation (OEHP) signed a memorandum and strategy to ensure consistent reviews of FEMA's Public Assistance-funded Emergency Protective Measures (EPM) projects for COVID-19 declarations across all ten (10) Regions and (4) Consolidated Resource Centers (CRCs). In this memo, OEHP also determined that activities related to administration, personnel, and the procurement of supplies, equipment, and commodities have no potential to affect EHP resources. Therefore, this memo for record (MFR) documents Environmental and Historic Preservation (EHP) decision-making of the COVID-19 EPM projects reviewed by EHP staff at the CRCs. OEHP has determined that these activities have no potential to affect EHP resources and are Statutorily Excluded from NEPA. For more information on specific response actions excluded from NEPA by the Stafford Act, see 42 U.S.C. § 5170.

Declaration Number/State: DR-4496-MA

Project Number: 243691

Project Description: In accordance with sections 403 and 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"), eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of FEMA's Public Assistance program. FEMA may provide assistance for emergency protective measures including, but not limited to, the following, if not funded by the HHS/CDC or other federal agency:

Management, control and reduction of immediate threats to public health and safety

- Emergency Operations Center (EOC) activities
- Training specific to COVID-19
- Facility disinfection, including the purchase of supplies (*Facility disinfection/decontamination activities, regardless of the status of project completion, where there is no potential for runoff - i.e. day-to-day cleaning of surfaces with common household cleaners, disinfecting wipes, etc.*)
- Technical assistance on emergency management
- Dissemination of information to the public to provide warnings and guidance
- Pre-positioning or movement of supplies, equipment, or other resources (*On existing developed sites only.*)
- Purchase and distribution of food, water, ice, or other commodities
- Purchase of medical supplies/PPE for a non-medical facility
- Security, law enforcement, barricading, and patrolling
- Facility support costs, including leasing space for storage and/or administration of vaccines, utilities, and maintenance

Emergency Medical Care

- Purchase and distribution/use of medical supplies and equipment including in vitro diagnostic supplies; Personal Protective Equipment (PPE) including N95 respirators, gloves, surgical masks, gowns, coveralls, face shields, vaccine PPE for proper handling, etc.; Ventilators and products modified for use as ventilators; Therapeutics; Medical supplies associated with vaccinations such as sharps containers, bandages, alcohol prep pads, etc.
- Decontamination systems in buildings constructed within the last 45 years and/or that do not require installation of equipment (*Does not include exterior shower systems, or use of tanker trucks, etc.—project may require project-specific conditions related to NMFS consultation and must go to Region for review.*)
- Provision of medical services, including disease testing; non-deferrable medical treatment (*This is care only - not the funding of a temporary medical facility. May also include limited “wraparound” services at an existing facility such as: additional client services, security, meals, 24-access, residential supervision, additional facility management, and/or Crisis Intervention and Conflict Resolution.*); emergency medical transport; Emergency medical care associated with vaccine administration (e.g., to address allergic reactions or other emergency medical needs that arise in the administration of the vaccine)
- The purchase and use of “pop-up” canopy tents that require no ground disturbance
- The purchase and use of self-contained mobile medical care units on wheels (drivable)
- Vaccine storage supplies or equipment (temperature-controlled storage, non-temperature-controlled storage, temperature monitoring devices, etc.)
- Vaccine transportation support including refrigerated trucks and transport security

Sheltering

- Isolation-related temporary lodging (*Hotel/executive suites/dormitory lodging*) *
- Quarantine-related temporary lodging (*Hotel/executive suites/dormitory lodging*) *
- High-risk population sheltering (*Hotel/executive suites/dormitory lodging*) *
- Healthcare worker and first responder temporary lodging (*Hotel rooms only*) *

**Temporary lodging and sheltering activities described above are only permissible when FEMA is only paying for hotel/executive suites/dormitory lodging and the facility is not functioning as a medical facility. May also include limited “wraparound” services such as: additional client services, security, meals, 24-access, residential supervision, additional facility management, and/or Crisis Intervention and Conflict Resolution. If any construction related activities associated with lodging, the project must go to Region for review.*

- Household pet or assistance animal or service animal sheltering or containment (*As long as it does not involve the construction or build out of a new facility.*)

Barrier and Small-Scale Installation Projects

- Plexiglass Installation - projects located in buildings constructed within the last 45 years and require physical installation of plexiglass (or similar material with the intent to provide a physical barrier a.k.a “sneeze guards”).

- Plexiglass Installation (freestanding) – projects located in buildings that do not require *any* physical alteration to a building to install plexiglass (or similar material or similar material with the intent to provide a physical barrier a.k.a “sneeze guards”).
- Wall-mounted safety equipment including hand sanitizer units, temperature scanners, informational signage (i.e. for social distancing requirements) etc. (Projects located in buildings constructed within the last 45 years and require physical installation (affixed with bolts, in wall units, etc.), OR the units are free-standing or are being affixed to a surface using only temporary, non-damaging adhesives.)
- Installation of various types of sterilization/disinfection/air purification equipment (freestanding) - projects located in buildings constructed within the last 45 years **OR** do not require *any* physical alteration to a building to install equipment
- Physical barriers (queuing poles) - projects located in buildings constructed within the last 45 years **OR** do not require *any* physical alteration to a building to install poles or physical barriers to separate people (or similar intent to provide a physical distance between people).
- Modification of interior or exterior doors, windows, and/or walls - projects located in buildings constructed within the last 45 years that require physical alteration of interior or exterior including moving, enlarging, or closing of doors, windows, and/or walls.
- Doorbells - projects located in buildings constructed within the last 45 years **OR** do not require new wiring.
- IT equipment – projects located in buildings constructed within the last 45 years **OR** do not require new surface mounted wiring, conduits, piping or exposed ductwork.
- Shelving - projects located in buildings constructed within the last 45 years **OR** do not require physical means to secure the shelving units to walls or floors.

Note: OEHP will use “OTHER” to capture activities that CRC EHP has identified that they are seeing as part of project applications but are not neatly captured in the activities above.

Other

- Supplies, equipment, and commodities not specifically identified in the activities above (Projects that will not require physical installation or building alteration at a later date OR are located in buildings constructed within the last 45 years.)
- Set-up and staffing costs associated with Emergency Care activities.
- Other - Please describe:

I. National Environmental Policy Act Determination

The above described health and safety activities are emergency in nature and are necessary for meeting immediate threats to life and property. In accordance with Section 316 of the Stafford Act, these activities shall not be deemed a major Federal action significantly affecting the quality of the human environment. This action is statutorily excluded from National Environmental Policy Act (NEPA) review. Individual project proposals for further action that may result after the initial emergency protective action or response is taken may be subject to future NEPA review.

II. Section 106 of the National Historic Preservation Act Determination

Pursuant to Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800, FEMA has determined that these activities do not have the potential to cause effects to historic properties and in accordance with 36 CFR Part 800.3(a)(1). FEMA has no further obligations under Section 106.

III. Endangered Species Act Determination

These activities have been evaluated by FEMA and found to have No Effect to federally listed species and/or designated critical habitat. Under Section 7 of the ESA, if an action does not have the potential to affect listed species and/or designated critical habitat, a No Effect determination is made. As such, a programmatic No Effect determination has been made for these activities. Per the Endangered Species Act (ESA) regulations, notification to, and consultation with, the U.S. Fish and Wildlife Service and/or the National Marine Fisheries Service are not required for activities with a No Effect determination. This memorandum functions as FEMA's internal compliance documentation and no additional review is required under Section 7 of the ESA.

IV. Compliance Review for Other Environmental Laws

FEMA has determined that these activities do not have the potential for effects under the following laws and Executive Orders (EO): Coastal Barrier Resources Act, Clean Water Act, Coastal Zone Management Act, Fish and Wildlife Coordination Act, Clean Air Act, Farmland Protection Policy Act, Migratory Bird Treaty Act, Magnuson-Stevens Fishery Conservation and Management Act, Wild and Scenic Rivers Act, EO 11988, EO 11990, and EO 12898.

V. Approvals

Name: **Kristiaan Stuart**

Title: **EHP Liaison**

Signature:



Date: **08/23/2021**

Montague Fall '21 Special Town Meeting
COVID-19 Safety Review and Recommended Protocols

Expected STM attendance: 100-120 (includes MCTV and non-TM members on stage)

Fixed seating availability: 422 (does not include stage seats)

Ventilation System:

Air Scrubbers: 2 x 3000 SQ each (Auditorium is <6000SF)
 School is able to provide additional units if desired

Air exchanges per hour is 2.7, 35% above the 2.0 minimum standard

Officials' Assessment: Should be perfectly safe if they space out appropriately and mask

Recommended Additional Safety Measures (from the Town Administrator)

- Any attendee who has symptoms of COVID-19 should not attend Town Meeting or otherwise be out in the public, consistent with CDC recommendations.
- Town Meeting members and guests should be directed to wear masks at all times and to sanitize hands upon entry.
- Town should make masks and sanitizer available at check in.
- Attendees should not sit immediately next to one another, allowing two seats between themselves and any non-family member. Family may sit adjacent to one another.
- Attendees should maintain 6' social distancing at all times, including when queuing to check in and to speak, in restroom, etcetera.
- One microphone stand will be placed in each of the two interior corridors between seats, no "runners" with mics with the exception of support for individuals with limited mobility.

**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 14, 2021**

Franklin, ss.

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

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Turners Falls, Massachusetts, on Thursday, October 14, 2021, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$13,367.33, or any other amount, for the purpose of paying a prior year bill of the WPCF, or pass any vote or votes in relation thereto.

MOVED: That the Town vote to appropriate the sum of \$13,367.33 for the purpose of paying a prior year bill of the WPCF, said sum to be raised from WPCF Retained Earnings.

ARTICLE 2: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$29,000, or any other amount, for the purpose of increasing the Fiscal Year 2022 Dispatch Budget, or pass any vote or votes in relating thereto.

MOVED: That the Town vote to appropriate the sum of \$29,000 for the purpose of increasing the Fiscal Year 2022 Dispatch Budget, said sum to be raised from Free Cash.

ARTICLE 3: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$1,300, or any other amount, for the purpose of increasing the Fiscal Year 2022 Finance Committee budget to allow for clerical assistance to take minutes, or pass any vote or votes in relation thereto.

MOVED: That the Town vote to appropriate the sum of \$1,300 for the purpose of increasing the Fiscal Year 2022 Finance Committee budget to allow for clerical assistance to take minutes, said sum to be raised from Free Cash.

ARTICLE 4: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,000, or any other amount, for the purpose of repaying the Town for part of the \$39,800 supplemental appropriation to the Fiscal Year 2021 Airport Budget voted as Article 10 of the February 25, 2021 Special Town Meeting, or pass any vote or votes in relating thereto.

MOVED: That the Town vote to appropriate \$12,000 for the purpose of repaying the Town for part of the \$39,800 supplemental appropriation to the Fiscal Year 2021 Airport Budget, said sum to be raised from Airport Retained Earnings.

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide the sum of \$7,719.12, or any other amount, which represents the net premium paid to the Town upon the sale of the Town's \$1,812,000 DPW Facility Bond Anticipation Note dated September 23, 2020, to pay costs of the DPW facility authorized by the vote of the Town passed March 29, 2018, and to reduce the amount authorized to be borrowed for such project by such amount, as set forth in M.G.L. c. 44, §20 or any other applicable law, or pass any vote or votes in relation thereto.

MOVED: that the Town vote to appropriate the sum of \$7,719.12 to pay the costs of the DPW facility authorized by the vote of the Town passed March 29, 2018, and to reduce the amount authorized to be borrowed for such project by such amount, as set forth in M.G.L. c. 44, §20 or any other applicable law, said sum to be raised from Fund Balance Reserved for Excluded Debt.

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

MOVED: That the Town vote to appropriate the sum of \$12,500 for the purpose of purchasing and installing cable related equipment for MCTV, including any and all incidental and related costs, said sum to be raised from PEG Access Funds.

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$135,000 or any other amount for the purpose of implementing the Montague City Road Flooding Relief Project, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

MOVED: that the Town vote to appropriate the sum of \$135,000 for the purpose of implementing the Montague City Road Flooding Relief Project including, any and all incidental and related costs, said sum to be raised from Free Cash.

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$200,000, or any other amount, for the purpose of completing the 5th Street Pedestrian Bridge Replacement Project, including any and all incidental and related costs, or pass any vote or votes in relating thereto.

MOVED: That the Town vote to appropriate the sum of \$200,000 for the purpose of completing the 5th Street Pedestrian Bridge Replacement Project, including any and all incidental and related costs, said sum to be raised from Free Cash.

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,000, or any other amount, for the purpose of funding evidence-based substance abuse prevention programming with a focus on families and children, including any and all incidental and related costs, or pass any vote or votes in relating thereto.

MOVED: That the Town vote to appropriate the sum of \$50,000 for the purpose of funding evidence-based substance abuse prevention programming with a focus on serving families and children, including any and all incidental and related costs, said sum to be raised from the Cannabis Impact Fee Fund.

ARTICLE 10: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$114,382, or any other amount, for the purpose of purchasing and setting up a robotic sewer camera, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

MOVED: That the Town vote to appropriate the sum of \$114,382 for the purpose of purchasing and setting up a robotic sewer camera, including any and all incidental and related costs, said sum to be raised from Free Cash.

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$200,000, or any other amount, for the purpose of increasing the WPCF Capital Stabilization Fund, or pass any vote or votes in relating thereto.

MOVED: That the Town vote to appropriate the sum of \$200,000 for the purpose of increasing the WPCF Capital Stabilization Fund, said sum to be raised from WPCF Retained Earnings.

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto.

Fund	Amount (\$)
Town Capital Stabilization Fund	250,000
OPEB Trust Fund	250,000
Total:	500,000

MOVED: That the Town vote to appropriate the sum of \$500,000 for the purpose of increasing the special purpose funds set forth below, with said sum to be raised from Free Cash.

Fund	Amount (\$)
Town Capital Stabilization Fund	250,000
OPEB Trust Fund	250,000
Total:	500,000

ARTICLE 13: To see if the Town will vote to rescind the unused \$102,000 borrowing authority as voted pursuant to Article #28 of the May 17, 2016 Annual Town Meeting, which appropriated \$385,000 for the purpose of abating hazardous and asbestos containing materials within the Strathmore Mill Complex, or to pass any vote or votes in relation thereto.

MOVED: That the Town vote to rescind the unused \$102,000 borrowing authority as voted pursuant to Article #28 of the May 17, 2016 Annual Town Meeting.