

## **MONTAGUE SELECTBOARD MEETING**

### **Remote Meeting via ZOOM**

**1 Avenue A, Turners Falls, MA 01376**

**TUESDAY, January 18, 2022**

**Zoom Meeting Link:** <https://us02web.zoom.us/j/87004408131>

**Meeting ID: 870 0440 8131**

**Password: 189209**

**Dial in Option: (646) 558-8656**

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. 6:31 Approve minutes of January 10, 2022
3. 6:32 COVID-19 Updates
  - Review of COVID case counts and trends
4. 6:35 FY23 Budget/Personnel Proposals
  - Review revenue and budget estimates as submitted
  - Hear personnel and related budget requests
    - Department requests:
      - Town Clerk
      - Airport
      - Parks & Recreation
      - Water Pollution Control Facility (WPCF)
      - Board of Health
      - Police/Dispatch
      - Council on Aging;
      - Selectboard
5. 8:00 Town Administrator's Business  
Execute Grants with Commonwealth of Massachusetts
  - Massworks Turners Falls Canal District Improvements Project Amendment
    - Extend deadline of current grant to June 2023
    - Increase Award amount from \$2,163,000 to \$2,933,000
  - Urban Agenda Grant, \$100,000 toward Turners Falls Canal District Master Plan Process
  - Execute Finalized purchase and sale agreement and subsequently authorize execution of deed of sale to Judd Wire, Inc. for the sale of 1.268 acres to Judd Wire, Inc. (Assessors Map 21 Lot 150) for a purchase price of \$55,000
  - Update on Remote Town Meeting Request
6. 8:15 Executive Session in accordance with G.L. c. 30A, §21(a)(6), to consider the possible purchase, exchange, taking, lease or value of real property - First Light Power, votes may be taken

#### **Other**

- Anticipated Next Meeting: Monday, January 24, 2022 at 6:30 PM via ZOOM

**WendyB-Montague Selectboard**

**From:** Tommee, Jong Wai (SEA) <jong.wai.tommee@state.ma.us>  
**Sent:** Wednesday, January 12, 2022 12:30 PM  
**To:** WendyB-Montague Selectboard  
**Cc:** Walter Ramsey - Montague Planner; StevenE - Montague Town Administrator  
**Subject:** Massworks Contract Amendment and Urban Agenda Master Plan contract documents  
**Attachments:** Montague Standard Contract Amendment Form No 3.pdf; Montague 3rd Addendum to Attach A.pdf; instructions\_standard-contract-form.pdf; Montague UA 2022 Standard Contract Form.pdf; Montague UA 2022 Attachment A.pdf; Montague UA 2022 Attachment B.docx.pdf; Montague UA 2022 Award Letter.pdf

**Importance:** High

Good afternoon Richard,

Mr. Jong Wai Tommee, Program Manager of the Executive Office of Housing and Economic Development here. I am attaching two sets of documents for you to review and sign. The first is a formal contract amendment request to extend the deadline of the current Massworks Turners Falls District Improvements Project to June 2023 and to increase the award amount from \$2,163,000 to \$2,933,000. I have been working with Walter and Steve on this contract amendment during the past month and they are fully aware of it. There are two documents in this set

1. A new Standard Contract Amendment Form that requires your signature
2. The accompanying Addendum #3 (Montague had executed two previous formal contract amendments with us, hence the #3) that details the new project scope and budget changes.

The second set is for a new Urban Agenda grant of \$100,000 that goes towards Montague's Turners Falls Master Plan and includes three documents. The Standard Contract Form again requires your signature.

1. Commonwealth of Mass. – Standard Contract Form
2. Attachment A: Terms and Conditions and Project Scope
3. Attachment B: Original RFR Response - Grant Application

Instructions on how to sign the Standard Contract Form and a copy of the Urban Agenda award letter have also been included. Normally, I'd also include an Authorized Signatory Form but you had already signed and notarized that last month so it is all set. The Authorized Signatory Form will be included in the complete set of documents that comprise the executed contract, which will be sent back to you.

After the Standard Contract Forms for both grants have been signed, please scan an electronic copy to send directly by email to me and I will forward to our CFO for signature. The contract and contract amendment will be finalized by signature of EOHED, and we will send you an electronic copy of the fully executed contract and contract amendment.

Please feel free to reach out to me if you have any questions.

Best,

Jong Wai

**Jong Wai Tommee**  
Program Manager

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> Town of Montague (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Housing and Econ. Dev. <b>MMARS Department Code:</b> EED	
<b>Legal Address:</b> (W-9, W-4): One Avenue A, Turners Falls, MA 01376		<b>Business Mailing Address:</b> 1 Ashburton Place, Boston, MA 02108	
<b>Contract Manager:</b> Walter Ramsey	<b>Phone:</b> 413 863 3200x 112	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> planner@montague-ma.gov	<b>Fax:</b>	<b>Contract Manager:</b> Jong Wai Tommee	<b>Phone:</b> 617-686-1328
<b>Contractor Vendor Code:</b> VC6000191893		<b>E-Mail:</b> jong.wai.tommee@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD_0001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> 22URBANMONTAGUEMASTE	
		<b>RFR/Procurement or Other ID Number:</b> Urban Agenda FY2022	

<p style="text-align: center;"><u><b>X</b></u> <b>NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)</p> <p><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>	<p style="text-align: center;"><input type="checkbox"/> <b>CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p><b>AMENDMENT TYPE:</b> (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <b>Other Procurement Exception</b> (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). \$ 100,000

**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.)

Operating grant award through the Urban Agenda Grant Program pursuant to GAA Line Item 7002-0036 to support a community economic development project, in accordance with the scope and additional terms and conditions outlined in Attachment A, and further described in the attached RFP response.

**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 \_\_\_\_\_, 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 June 30, 2022, 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: Richard Kukiewicz  
Print Title: Selectboard Chair

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

X: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature and Date Must Be Captured At Time of Signature)

Print Name: Mike Kennealy or Designee  
Print Title: Secretary of Housing and Economic Development

**EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT  
FY2022 Urban Agenda Grant Program**

**ATTACHMENT A  
Additional Terms and Conditions**

**ARTICLE I – Grant Agreement**

A Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting through the Executive Office of Housing and Economic Development (“EOHED”) and the Town of Montague (“Grantee”), jointly referred to as “the Parties”. The following documents, collectively, are referred to as the “Contract”:

1. Commonwealth of Mass. – Standard Contract Form
2. Commonwealth of Mass. – Contractor Authorized Signatory Forms
3. Attachment A, Additional Terms and Conditions and Scope of Work (*this document*)
4. Attachment B, RFP Response / Grant Application

EOHED agrees to make funds (“Grant Funds”) available to the Grantee, to support the execution of the program plan proposed by the Grantee in the application submitted through the Community One Stop for Growth Urban and awarded by the Urban Agenda Grant Program. This grant is made subject to the terms and conditions set forth in this Attachment and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

**ARTICLE II – Definitions** (*The following terms shall have the respective meanings ascribed to them.*)

“**Contract**” shall mean the documents described in Article I in their entirety, as they may be amended, supplemented, or restated from time to time.

“**Contract Manager**” shall mean the staff member assigned to manage/oversee the Contract.

“**Director**” shall mean the Assistant Secretary or designee that manages/supervises the program.

“**Grant Application**” shall mean the application submitted by the Grantee in response to the Community One Stop for Growth NOFA and reviewed by the Urban Agenda Grant Program, and appended as Attachment B to the Contract.

“**Grant Funds**” shall mean the funds disbursed by EOHED to the Grantee pursuant to the Contract.

“**Urban Agenda Grant Program**” shall mean the competitive community and economic development grant program authorized by GAA FY2022, Line Item 7002-0036, and further described in the One Stop NOFA and the Urban Agenda Program Guidelines.

“**Project**” shall have the meaning set forth by all of the components outlined in Article III.

“**Secretary**” shall mean the Massachusetts Secretariat of Housing and Economic Development.

“**Maximum Obligation**” shall mean the maximum amount of Grant Funds that the Grantee is allowed to request/receive for performance under this contract.

### **ARTICLE III – Project Scope and Budget**

- A.** As part of the FY2022 Urban Agenda grant round, EOHED has awarded a grant to the Town of Montague, not to exceed the amount of \$100,000 (Maximum Obligation), as authorized by FY2022 GAA Line Item 7002-0036, to support the proposed project.
- B.** The dates of service for performance under this contract will span from the execution date of the contract and end no later than June 30, 2022. All grant funds must be obligated/encumbered this date.
- C.** The scope of work for the Project funded under this Grant is as outlined in the enclosed document that was submitted by grantee describing the program services, outcomes, timeline, and budget.
- D.** Any significant deviation from this scope and/or budget requires notification to EOHED and approval by the Director.

### **ARTICLE IV – Disbursement of EOHED Grant Funds**

- A.** Disbursement Schedule – Fifty percent (50%) of the grant award will be disbursed to the Grantee within 45 days of execution of the grant contract. The remaining fifty percent (50%) of the grant shall be disbursed within 45 days after receipt of the report for the Quarter ending June 30<sup>th</sup>, 2022, which must be submitted to EOHED no later than July 15<sup>th</sup>, 2022.
- B.** In addition to quarterly progress reports, the Grantee may be required to submit monthly expenditure reports, in a format provided by EOHED, detailing use of funds on the project. These financial reports would be due on a monthly basis by the 15<sup>th</sup> day following the close of each month.
- C.** Once the budget is approved, any changes must be requested in writing. Changes may be proposed to increase/decrease individual line items, necessary to support the program, as long as the grand total does not exceed the Total Maximum Obligation. Most requests can be reviewed and approved by the Contract Manager, and may not require a formal amendment to the contract.
- D.** It is understood and agreed that the grant provided under this Contract shall be used solely to pay for approved expenses associated with the Project, subject to appropriation. Expenses relating to other administration and management shall be assumed by the Grantee, including, but not limited to: (i) legal fees; (ii) depreciation expenses; (iii) project costs incurred prior to the execution and subsequent to termination of this Contract; (iv) costs of any other service or activity not related to the Project, and (v) sales tax.
- E.** The Grantee shall keep detailed records of all activities associated with the Project including, but not limited to, all disbursements made pursuant to this Contract. EOHED shall have the right to examine all records kept by the Grantee related to the Project.

### **ARTICLE V – Reporting**

- A.** Grantee shall prepare and submit to EOHED, on a quarterly basis and in a format provided by EOHED, a progress report outlining the status of the Project. Such report shall include, at minimum: project milestones, goals achieved, and grant expenditures made to date. Grantee shall supplement each report with additional information as may be requested by EOHED.

- B. Once the Project is completed, Grantee shall furnish in a template provided by EOHED, a final project report, and a memo certifying project completion.
- C. Grantee shall provide a final copy of reports, plans, and/or other documents resulting from scope of services funded by the Contract.

#### ARTICLE VI – Compliance with all Applicable Laws and Regulations

- A. Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth's provision of state funding under this Contract shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.
- B. Grantee shall comply with, and shall require its contractors and subcontractors to comply with, any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: (i) Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; (ii) the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; (iii) Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and (iv) Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.
- C. This Contract shall in no way relieve Grantee from the full force and application of any laws, rules, regulations and orders or requirements.
- D. No officer, servant, agent, or employee of Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

#### ARTICLE VII – Other / Miscellaneous

- A. Amendments. No change to this Contract or any significant modification of the scope of the Project funded under this Contract shall be made without the prior written approval of EOHED.
- B. Severability. Should a court of competent jurisdiction hold any of the provisions the Contract as unenforceable, any such decision shall not affect or impair any of the remaining provisions of the Contract.
- C. Applicable Law. The Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Section 63 of Chapter 23A of the General Laws, and the courts of such Commonwealth shall be the sole forum with respect to any legal process arising hereunder.

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## FY2022 URBAN AGENDA GRANT PROGRAM

### PROJECT SCOPE AND BUDGET

*Responses in the following sections should be developed in consultation with the grantee's community partners, as applicable, to ensure the most complete information. Grantees will have the opportunity to adjust/update timelines and budget through quarterly reports.*

**Project Description** – Describe the main goals and components of the project that will be funded by this grant. Include the target population, neighborhood(s), and primary partner organizations.

**Building off a 2017 study titled "Powering Forward: Re-envisioning the Turners Falls Canal District"** The Town of Montague intends to develop a master plan that specifies land uses comprehensively and plans for infrastructure and utility upgrades to facilitate the community's vision for the District, which is comprised of 6 former mill sites on 16 acres in downtown Turners Falls. The Scope will involve hiring a planning/engineering firm to identify and prioritize public infrastructure improvements to the canal district that will allow the community to achieve its mixed-use vision for each of the six Canal District Sites which total approximately 11 developable acres in downtown. The Canal District of Turners Falls has been re-envisioned by the community to become a mixed-use area that will allow for commercial, residential, recreational, and limited light industrial use.

**Scope of Work** - List 3 to 5 specific elements of your project that will be implemented with this grant. Include intervention/service types (training, workshops, counseling, etc.), a description of target participants (adults, youth, entrepreneurs, small business owners, etc.) and number of participants, and expected results (certificate attained, job placement, new businesses started, etc.).

Intervention / Service Descriptions	Target Population / Number of Participants	Expected Outcomes
Project Research and Background: Existing conditions inventory and review existing plans and reports.		Baseline data and identification of development and land use constraints
Community Engagement: Public forums, project web page, social media, surveys; online and in-person activities.	Residents, business owners, and employees that live and work in the area of Turners Falls	Identification of community-backed ideas and areas of consensus; increased project awareness and buy-in
Identify potential re-use options for 3 municipal sites.	Residents, business owners, and employees that live and work in the area of Turners Falls	Interim presentation with renderings of reuse scenarios
Utilize information gained by community input to refine a unified conceptual master plan	Residents, business owners, and employees that live and work in the area of Turners Falls	Final presentation and draft report.



Develop short, medium, and long term action steps with associated cost estimates to implement the master plan	Future developers, permitting agencies, funding agencies and sources, local stakeholders	Final report submitted

**Timeline** – Provide a project timeline with 3-5 key activities and milestones.

Target Date(s)	Major Activity	Major Milestones/Benchmarks
Month 1 – 1/30/22	Kickoff Meeting with Town Staff, Advisory Stakeholders, and MassDevelopment House Doctor	Scope of Services approved
Month 2 – 2/25/22	Data Gathering and Stakeholder Engagement process	Summary of related studies/plans Public Meetings Scheduled
Month 5 – 5/31/22	Interim Community Presentation/ Charette/Community Survey	Renderings of reuse scenarios presented
Month 7 – 7/31/22	Final Community Presentation	Draft report complete
Month 9 – 9/30/22	Final Report Delivered	

**Project Budget** – In the following table, provide a breakdown of how the Urban Agenda (UA) grants funds will be allocated to your project. *Total in the UA column should not exceed your grant award.* Also provide any match funds that are supporting this project. Add spending categories, as needed. In the spaces below the table, please provide the requested information.



Spending Category	UA Grant Funds Allocation	Secured Match Funds, if any	Total Budget
Personnel (inc. taxes/fringe)			
Consultants / Professional Fees	\$100,000	\$35,000	\$135,000
Partner Subcontracts			
Program Supplies/Materials			
Events / Meeting Expenses			
Other/Miscellaneous			
General Admin. / Overhead			
<b>Grand Totals</b>	<b>\$100,000</b>	<b>\$35,000</b>	<b>\$135,000</b>

**Budget Detail – List the specific positions, consultants, and/or partner agencies included in the categories above, and the respective amounts allocated to each. Also identify source(s) of match funds, if any.**

Through a Memorandum of Agreement with the Town of Montague, MassDevelopment will bring in a lead house doctor consultant to facilitate the Canal District Master Plan. Sub-contractors will be brought on to complete specific activities within the project including a reuse assessment of the former Strathmore Mill property at 20 Canal Road. There is a match of \$35,000 from a MassDevelopment Real Estate Technical Assistance Grant for a site re-use assessment of the Strathmore Mill Property.

**As needed, use this space for explanation/justification of Other, Miscellaneous, and/or any added line items.**

**EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT  
FY2022 Urban Agenda Grant Program**

**ATTACHMENT B  
RFP Response / Grant Application**

# Section 1.

## Applicant Information

### 1.1. Primary Location:

*Montague*

<b>Regional Planning Agency</b>	<i>Franklin Regional Council of Governments</i>	<b>Housing Choice</b>	<i>No</i>	<b>Rural or Small Town</b>	<i>Rural</i>
<b>MDFA Regional Office</b>	<i>West</i>	<b>MVP Community</b>	<i>Yes - MVP</i>	<b>Gateway City</b>	<i>N/A</i>
<b>MassDOT Highway Division</b>	<i>District 2</i>	<b>Green Community</b>	<i>Yes - Green</i>	<b>EOHED Region</b>	<i>Pioneer Valley</i>

### 1.2. Organization Type

☒ Public Entity

☒ Municipality

Public Housing Authority

Redevelopment Authority or Similar Quasi-Governmental Agency

Other Public Entity, please specify:

Non-Public Entity

### 1.3. Applicant Organization Name:

*Town of Montague*

### 1.4. Applicant Organization Legal Address:

*One Avenue A*

**1.5. City/Town:**

**1.6. State:**

**1.7. Zip Code:**

*MONTAGUE*

*Massachusetts*

*01376*

**1.8. CEO Name:**

**1.9 CEO Title:**

*Richard Kuklewicz*

*Selectboard Chair*

**1.10. CEO Tel.:**

**1.11. CEO Email:**

*(413) 863-3200*

*planner@montague-ma.gov*

**1.12. Project Contact Name/Title (if different)**

*Walter Ramsey*

**1.13. Contact Tel.:**

**1.14 Contact Email**

*(413) 863-3200*

*planner@montague-ma.gov*

**1.15. If applicable, list the name and contact for any additional partner organizations:**

## Section 2.

### Applicant / Community Background

#### 2.1 Describe applicant's primary economic development goals, assets, and opportunities.

Montague has established itself as a destination community in the Pioneer Valley. Montague boasts 5 well defined villages, pristine open spaces, and an attractive downtown Turners Falls with riverfront recreation. These assets combined with affordable real estate and proximity to Amherst and Northampton are providing a framework for success. Montague enjoys a well developed arts scene, a robust industrial park, and a steady stream of new residents to help offset otherwise stagnant population growth characteristic to rural areas. The largest village of Turners Falls has been on a steady revitalization course, but is limited by market forces that prevent the necessary infusion of capital to upgrade buildings and infrastructure. Once a mill town, Turners Falls' last paper mill closed 5 years ago and the largest employer, the Farren Care Center announced its closure this last year. Aside from the loss of jobs, the town is perpetually confronted with the challenge to revitalize properties vacated by legacy industries. This town of less than 8,500 is confronted with 5 mill sites in the Canal District and now the Farren Care Center, a hundred year old hospital building.

#### 2.2 Describe the main challenges and/or obstacles to progress

Montague is one the most economically distressed communities in the most rural counties in the Commonwealth. A steady erosion of traditional manufacturing has left the town saddled with a backlog of aging infrastructure and major brownfield redevelopment challenges. These barriers to progress are exacerbated by a slow real estate economy and lack of capital compared to the rest of the state. As a result, Montague's modest housing growth over the last twenty years has been less than the county and state average. Montague's population is stagnant. The town has lost about 14 people over the previous 40 years and is projected to be flat through 2030, however the age makeup is changing dramatically. Youth and child bearing population is in steep decline and by 2030, the percentage of seniors aged 65+ will double to over 30% of the population. Meanwhile there are at least 6 bridges currently closed in Montague due to structural disrepair and our Sewer Plant is under EPA orders to rehabilitate and modernize. However, Montague is a community with a growth mindset. Montague wants to attract industry and residents that will stabilize our villages and provide the services that people have come to expect, however strategic investment from the State will be needed to create a climate for stable housing and economic growth.

#### 2.3 Describe any major community and economic development project(s) that the applicant has undertaken in the past 5 years.

Montague has been working to revitalize the downtown Turners Falls Streetscape over the last 10 years by investing CDBG and other funds into 4 phases of streetscape upgrades. The Town has invested heavily in the arts and creative economy. The Town has revitalized the municipally-owned Shea Theater in the Turners Falls Canal District and expanded the town's RiverCulture program for developing the creative economy. The Town is currently implementing a Massworks grant to create a gateway to the Turners Falls Canal District that will improve pedestrian connections to the district and provide critical utilities to several mill sites slated for redevelopment. The town has developed a 7MW solar facility and recently approved a major expansion of the Turners Falls municipal airport in the Airport Industrial Park.

#### 2.4 If the community has completed any community economic development (including housing) best practices through the Community Compact Best Practices Program, specify which ones and describe the outcome(s) of that process. (If none, enter "N/A".)

No. Montague is currently doing financial management best practice.

2.5 Indicate which, if any, of the following tools/strategies have been adopted by the community to promote economic development and growth. (Check all that apply or None.)

X	Economic Development Tool / Strategy
	Approved Master Plan
	Approved Urban Renewal Plan
✓	43D Expedited Permitting District
✓	Priority Development Site(s) Designation
✓	Approved Tax Increment Financing District
	Business Improvement District, Main Streets, or similar District
✓	Federal Economic Development District
✓	Designated Opportunity Zone(s)
✓	Community Compact Best Practices and/or Regionalization Project
✓	Complete Streets Prioritization Plan

✓	Commercial zoning by-right
	<b>Specify:</b>
	Other.
	None
	Do Not Know

2.6 Indicate which, if any, of the following tools/strategies have been adopted by the community to promote housing development. (Check all that apply or None. If unsure, check "Do not know".)

<b>X</b>	<b>Housing Tools and Strategies</b>
	Inclusionary Zoning with density bonus
	40R Smart Growth or Starter Home District zoning
✓	Zoning that allows mixed-use development near transit and activities
✓	Zoning that allows multifamily development near transit and activities
✓	Zoning that allows duplexes in most residential districts
✓	Zoning that allows Accessory Dwelling Units in most residential districts
✓	Zoning that requires no more than 1 parking space per unit for multifamily units
	Majority of land use board members receive training on a regular basis
✓	Approved Housing Production Plan
	CERTIFIED Housing Production Plan
	Subsidized Housing Inventory (SHI) above 10%
	Subsidized Housing Inventory (SHI) increased by 2.5% in last 5 years
	Designated local funds for housing (e.g. Affordable Housing Trust or CPA Funds)
✓	Donated municipal land for housing
	Local property tax relief programs for income eligible seniors (MGL c 59 S. 5)
	Plan to address homelessness of a high need group
	Urban Center Housing Tax Increment Financing, Housing Development Incentive Program (HDIP), or an Urban Renewal Plan with significant housing
	Federal Choice Neighborhood
	HUD Fair Housing Assessment
	<b>Specify:</b>
	Other.
	None
	Do Not Know

## Section 3.

### Project Summary

3.1. Project Categories for Grant Considerations (all that apply). Please note, that by checking a box in this question, additional questions will appear in the application related to that funding type (**note: Section 1.1 and 1.2 must be completed before selecting an option here**).

- ☐ Community Capacity Building
- ☒ Planning and Zoning
- ☐ Site Preparation
- ☐ Predevelopment and Permitting
- ☐ Building
- ☐ Infrastructure
- ☐ Other: Special Project in a Small Town or Rural Community

### 3.2. Project Name:

*Turners Falls Canal District Master Plan*

### 3.3. Brief Project Description/Abstract:

*Turners Falls is one of the quintessential planned mill towns of New England. The Turners Falls Canal District is comprised of 6 former mill sites on 16 acres along the Connecticut River. The river powered the mills for over a century and now powers the largest hydro generation facility in Massachusetts. The Town envisions a mixed-use district that reuses these former industrial properties in a way that integrates downtown with the Connecticut River and increases the vibrancy of the v. With major public and private investments underway, including a MassWorks Grant underway in the core gateway to the district, post-industrial blight is giving way to revitalization. The town is seeking to develop a site master plan that leverages planned investments to maximize reuse potential of each of the 6 former mill sites which includes housing, open space, and light industry.*

3.4. Is this project located in any of the following designated areas? (Check all that apply or None):

- ☒ Downtown or commercial area ☐ Transformative Development Initiative (TDI) District
- ☒ 43D Expedited Permitting District ☐ None
- ☒ Opportunity Zone

3.5. If located in an Opportunity Zone, will the project be supported by an Opportunity Fund Investment?

Note: If yes, the name of the Fund and/or the managing entity will be required during the review.

Yes

☒ No

Not Applicable

3.6. Does the project support and/or directly result in any of the following (particularly as they relate to the state's Sustainable Development Goals)? (Check all that apply or None)

- ☒ Transit-Oriented Developments (located within a half mile of a transit station)
- ☒ Developments that contain a mix of residential and commercial uses
- ☒ Production or Preservation of Housing, with density of at least four units to the acre
- ☒ Developments that are re-using previously developed sites
- ☒ Development of under-utilized properties
- ☒ Development of Small Businesses
- ☐ None

3.7. Does the community have an active housing moratorium or any type of restriction of new housing?

Yes

☒ No

3.8. In what ways does this project support housing development? (Check all that apply or None)

- ☐ Creates new housing units
- ☐ Supports the creation of new housing units
- ☐ Preserves existing affordable housing
- ☒ Studies/analyzes the feasibility of new housing on a site/area
- ☐ None. Not related to housing

3.9. Is this project directly related to and/or seeking to support efforts related to economic recovery from the Covid-19 pandemic?

Yes

✓No

3.11. Does this project promote Equitable Opportunities? (Equitable Opportunity is a principle outlined in the state's economic development plan - Partnerships for Growth. For reference, please visit <https://www.mass.gov/info-details/partnerships-for-growth>.)

✓Yes

No

3.12. If yes, describe how this project promotes Equitable Opportunities:

*The downtown Turners Falls census tract is considered an Environmental Justice Community by the Massachusetts Executive Office of Energy and Environmental Affairs and indeed this complex is within 1,000 feet of over 200 affordable housing units- among the highest concentration in Franklin County. The Canal District comprises a DCHD certified Slum and Blight Designation District. The master plan will support the expansion of housing and employment opportunities in an EJ census tract. A planned industrial town, Turners Falls has the highest concentration of brownfield sites in Franklin County (over 45). All 6 properties in the Canal District are considered brownfields.*

3.13. Does this project create any environmental benefits and/or build the community's resilience to existing or future impacts of climate change?

✓Yes

No

3.14. If yes, describe the environmental and/or resiliency benefits (Ecological or habitat restoration, improved air/water quality, pretreatment of storm water discharge, flood protection, carbon sequestration, etc.).

*At the very heart of the project is to transform these former mill sites into new uses. Aside from the Smart growth benefits of building in an existing walkable village, redevelopment will bring open space and recreational river access to a stretch of the Connecticut River that has long been forsaken to industrial, then hydro power use. The new terms of the FERC license to the Hydro facility will increase the water flow in this stretch of river. That will benefit habitat and create river recreation economy. New riverfront open space will improve the Connecticut river and its rare species. Failing to actively plan may result in some structures collapsing into the river. New development in the Canal District will be planned to facilitate floodplain protection and habitat restoration goals.*

3.15. Does the applicant have a letter from the municipal CEO outlining knowledge of and support for the proposed project? If yes, attach support letter.

Yes

✓No

3.17. If No, provide an explanation:

*The Montague Selectboard is in full support of this application, which they duly authorized on 3/8/2021. The minutes from that meeting are attached.*

3.18 **FOR OFFICE USE ONLY:** The table below will display the total request amount from each of the corresponding budget tables, based on the category selection(s) at 3.1 above. It will remain blank until the applicant begins to enter budget numbers in any of the respective sections of this application. The values in this table will be automatically updated, only AFTER the budget numbers in each section are entered/changed and that page is saved.

Section / Category	Amount Requested
Section 5: Capacity Building	\$0
Section 6: Planning and Zoning	\$120000
Section 7: Site Preparation	\$0
Section 8: Predevelopment and Permitting	\$120000
Section 9: Building	\$0
Section 10: Infrastructure	\$0
Section 11: Special Project: Housing Choice	\$0
Section 12: Special Project: Rural/Small Town	\$0
<b>Grand Total Requested</b>	\$



## Section 4.

### Project Details / Core Information

#### **4.1. Project Narrative – Provide a detailed description of the project for which you are requesting grant assistance. Include details about work and planned uses for the grant.**

*Building off a 2017 study titled "Powering Forward: Re-envisioning the Turners Falls Canal District" The Town of Montague intends to develop a master plan that specifies land uses comprehensively and plans for infrastructure and utility upgrades to facilitate the community vision for the District, which is comprised of 6 former mill sites on 16 acres in downtown Turners Falls.*

*After 50 years of decline and disinvestment in the Turners Falls Canal district, the last operating paper mill finally closed its doors in 2018, leaving every property in the District vacant and blighted, but Turners Falls is a resilient town that has redefined itself as a walkable hub for culture and recreation in the upper Pioneer Valley. A multi-million dollar private commercial redevelopment, leveraged by a MassWorks grant is permitted that will represent the return of 40+ jobs to the district in 2022. In a reversal from past precedent, the federal (FERC) re-licensing of the hydro facility is going to provide recreational flows from the Turners Falls Dam and access to the river below the dam under the new 50 year license. The North End, which consists of two adjacent municipally controlled parcels totaling 5 acres (8 and 20 Canal Road) presents a novel opportunity to expand tourism, recreation, and economic development for the town at this specific location. The Canal District North End Renewal Plan will chart a path to unlock 150,000 square feet of a historic mill for redevelopment and 4 acres of riverfront recreation that will redefine the relationship of the village to the river. The plan will be used to attract private investment partners and to develop future grant applications. On the South End of the District, the EPA is investing \$2.6M to clean up and raze the former Griswold Cotton mill at 15 Power Street. This property will also benefit from a new vehicular bridge programmed for 2026. This site has high potential for dense infill housing.*

*The Scope will involve hiring a planning/engineering firm to identify and prioritize public infrastructure improvements to the canal district that will allow the town to achieve its mixed-use vision for each of the six Canal District Sites which total 11 developable acres in downtown. The Canal District of Turners Falls has been re-envisioned by the community to become a mixed-use area that will allow for commercial, residential, recreational, and limited light industrial use.*

#### **4.2. Leadership and Ability to Execute – Describe the leadership and project management group for this project and why it is an effective team to advance this project.**

*Canal District Revitalization efforts have been a sustained effort 20+ years in the making. The project is prioritized in the Downtown Livability Plan, Open Space and Recreation Plan, MVP Plan, and Economic Development Plan. The project remains a priority of the existing administration who is eager to build off existing momentum in the Canal District.*

*The Town Planner will be designated as the project manager. He has been advancing plans for the Canal District in this capacity for 11 years. The Planning effort will be overseen by the Planning Board with close coordination with the Selectboard and stakeholders. The town is prepared to manage every aspect of the grant and study. The Planner regularly manages complex planning process with consultants and has an excellent track record of following through on implementation. This is evidenced by the success of revitalization in Turners Falls. The planner has an excellent working relationship with all the relevant stakeholders to ensure robust and transparent planning process.*

**4.3. Progress to date – What progress has the applicant made on this project to date? Include details about planning, stakeholder engagement, development tools used, noting if the project is included in any adopted municipal or regional plans (e.g. Master Plan, CEDS, HPP, etc.), etc.**

*Current/Planned Investment Leveraged in the Canal District*

2012– the EPA cleaned up a collapsed building on the property for \$400,000 after a catastrophic arson fire that leveled portions of the mill.

2019– Town completed a partial demolition design study of Strathmore Mill complex using CDBG funds

2020– Town completed a \$450,000 asbestos remediation of 20 Canal Road to prepare it for demolition and re-use. Mass Development contributed a \$250,000 Brownfields Remediation Grant.

2021– Remediation of 11 Power Street- estimated \$2.3M by EPA Emergency Response Team.

2022– Canal District Gateway Enhancement \$2.1M MassWorks Grant

2022– Private multi-million dollar rehabilitation of the former Southworth Mill into a cannabis cultivation and production facility

2023– The hydro generation company (Firstlight Power) has proposed constructing a river access pathway for cartop boats and rafts to access the river below the falls under terms of new FERC license.

2025-TIP programmed replacement of 6th Street Bridge to the Canal District

20+ Years of planning and public support for development of the Canal District

Municipal ownership of properties for over 10 years. Municipal control of 3/6 properties.

Demonstrated public support in numerous plans including the Turners Falls Livability Plan and Canal District Vision Plan.

Complete 21E's for all town properties

20 Canal Road has received a full interior abatement of hazardous and asbestos containing materials in 2020 (An investment of \$450,000)

The demolition work at the Strathmore Site is permitted and engineered. The town used a FY19 CDBG grant to develop bid-ready plans and specifications.

2019 rezoning for adaptive re-use including multi-family housing by special permit.

Close partnership with abutting property owners

Slum and Blight designation to enable CDBG funding

Historic District Designation to enable Historic Tax Credits

Opportunity Zone Designation

Designated Economic Opportunity Area

2019 Traffic Counts

**4.4. Timeline – Provide the Start/End dates for the overall project and any other notable periods. Note: Grants will be announced in Fall 2021 for contracts starting in FY22. Dates below should reflect that timing.**

Target Start Date of the Project:	<b>Date</b>
	10/1/2021
Target End Date of the Project:	<b>Date</b>
	6/30/2022
Other. Specify:	<b>Date</b>
Other. Specify:	<b>Date</b>

**4.5. Timeline Information – Describe the timeline for the project and provide information about any notable dates and/or milestones.**

Town is ready to proceed upon notice of award. We anticipate 9 months to develop the master plan.

The Town will first do an RFQ to select a qualified consultant to develop the plan.

**4.6. Anticipated Outcomes - Provide a detailed description of the anticipated outcomes of the project. Include information about leveraged development, housing, jobs, residents or businesses supported, etc.**

*The end goal is to attract private investment into the Canal District and to activate the area in a way that enhances downtown. The Canal District master Plan will do this by identifying potential end uses for each site and planning for strategic public investments to help achieve the vision*

*The Plan will help the town identify possible end uses for the remaining portions of the mill. The plan will enable the retention of a 0.8MW hydro station.*

*The riverfront open space programmed for the north end will enhance the tourism economy in town which has a wider benefit to the downtown. It will allow the town to embrace a new whitewater rafting economy that is projected to bring thousands of tourists to town. Specifically the riverfront area will be designed to accommodate commercial rafting opportunities.*

*Ultimately, the plan will help ensure that the over \$15M in public investment that is either sunk or programmed in to the district, is appropriately leveraging private investment and advancing the community's goals. We have a once-in-generation opportunity to redefine the community's relationship to the river, as the FERC process will once again return summer flows to the river and the Canal District renewal will be a central part of that.*

## Section 6.

### Planning and Zoning Additional Questions

6.1 What type of development plan or study are you seeking to fund? (*Check One*)

- |                         |                              |
|-------------------------|------------------------------|
| Master Plan             | Parking Management Plan      |
| Land Use Plan           | Market Feasibility Study     |
| Urban Plan Renewal      | Zoning Review and Updates    |
| Housing Production Plan | ✓Other: District Master Plan |
| Downtown Plan           |                              |

**6.2 Scope of Work - Describe the proposed work that will be carried out by this project. If applicable, describe the specific geographic area.**

*Building off a 2017 study titled "Powering Forward: Re-envisioning the Turners Falls Canal District" The Town of Montague intends to develop a master plan that specifies land uses comprehensively and plans for infrastructure and utility upgrades to facilitate the community vision for the District, which is comprised of 6 former mill sites on 16 acres in downtown Turners Falls.*

*After 50 years of decline and disinvestment in the Turners Falls Canal district, the last operating paper mill finally closed its doors in 2018, leaving every property in the District vacant and blighted, but Turners Falls is a resilient town that has redefined itself as a walkable hub for culture and recreation in the upper Pioneer Valley. A multi-million dollar private commercial redevelopment, leveraged by a MassWorks grant is permitted that will represent the return of 40+ jobs to the district in 2022. In a reversal from past precedent, the federal (FERC) re-licensing of the hydro facility is going to provide recreational flows from the Turners Falls Dam and access to the river below the dam under the new 50 year license. The North End, which consists of two adjacent municipally controlled parcels totaling 5 acres (8 and 20 Canal Road) presents a novel opportunity to expand tourism, recreation, and economic development for the town at this specific location. The Canal District North End Renewal Plan will chart a path to unlock 150,000 square feet of a historic mill for redevelopment and 4 acres of riverfront recreation that will redefine the relationship of the village to the river. The plan will be used to attract private investment partners and to develop future grant applications. On the South End of the District, the EPA is investing \$2.6M to clean up and raze the former Griswold Cotton mill at 15 Power Street. This property will also benefit from a new vehicular bridge programmed for 2026. This site has high potential for dense infill housing.*

*The Scope will involve hiring a planning/engineering firm to identify and prioritize public infrastructure improvements to the canal district that will allow the town to achieve its mixed-use vision for each of the six Canal District Sites which total 11 developable acres in downtown. The Canal District of Turners Falls has been re-envisioned by the community to become a mixed-use area that will allow for commercial, residential, recreational, and limited light industrial use.*

**6.3 ATTACHMENT: In Section 14, attach a map or conceptual drawing showing the location of the planned district and/or project area.**

**6.4 Budget -** In the table below, provide a breakdown, by spending category, of the total budget for the project. Enter the grant amount(s) requested/allocated for each category and the amount(s) covered with matching funds, if any.

Spending Category	Funds Requested	Match / Other Funds	Total Project Budget	Source of Match / Other Funds
Personnel (incl. tax/fringe)	\$	\$7000	\$7000	Town of Montague
Consultants / Prof. Fees	\$120000	\$	\$120000	
Meeting Express / Events	\$	\$	\$0	
Project Supplies / Materials	\$	\$	\$0	
Other / Miscellaneous	\$	\$	\$0	
<b>Total</b>	<b>\$120000</b>	<b>\$7000</b>	<b>\$127000</b>	

**6.5 Provide line item explanations, justifications, and/or notes, as needed.**

*A qualified consultant will be secured to conduct the following tasks:*

*Task 1- Review of Previous Plans and Reports. Identify development/land use constraints. Tour district and document existing conditions.*

*Task 2- Identify potential re-use options with a specific focus on 3 municipal sites (8 +20 Canal Rd and 11 Power Street). Evaluate for potential for housing development, followed by light industrial uses.*

*Task 3- Develop 2-3 potential development scenarios with differing levels of density and uses.*

*Task 4- Work with community to refine a unified conceptual master plan including adaptive reuse of 8 and 20 Canal Road and 15 power Street.*

*Task 5- Develop conceptual costs for the project including the cost for riverfront open space, necessary utilities and infrastructure, and site pre-development costs.*

*Task 6- Establish baseline data for a District Improvement Financing (DIF) District.*

*Task 7- Recommend short, med., and long actions for Town to advance the master plan vision*

**6.6 Describe the source(s) and status of all matching funds.**

*Town of Montague will provide in-kind match for the Town Planner's staff time to administer the grant, manage the consultant, and facilitate stakeholder engagement.*

**6.7 ATTACHMENT: In Section 14, attach a cost estimate or proposal from perspective consultant(s) or professional services provider(s) for this project.**

**6.8** If known, provide the contact information for the provider undertaking the project.

<b>Entity/Company:</b>	<b>Phone:</b>
<b>Contact Name/Title:</b>	<b>Email:</b>

**6.9 Project Need - Describe why the project is needed and the expected and the expected short and long term impacts.**

*The Town is at a crossroads. The fate of the District, made up of the very mill sites that the community was planned around, will ultimately make or break the successful revitalization of Turners Falls. Doing nothing is not an option because that will result in blight, it will interfere with existing industry, and it will be an expensive (10M+) job to cleanup the sites. A plan for re-use of the properties is order. The plan will generate revenue and economic activity to offset the necessary site preparation expenditures. The Town is willing to utilize every state support tool at our disposal, including 40R and DIF and Urban Renewal, but it all starts with a plan.*

*The three municipal sites in the District are abandoned and have been vacant for at least 20 years. The two central site have been vacant for less than 5 years, but both receiving private investment, in part supported by a \$2.3M Massworks grant to establish utilities and new pedestrian connection to the district.*

**6.10 Public Engagement - Describe the community engagement process for the project.**

*At least two public meetings will be held in the downtown area. They will be offered in person with a digital participation option.*

*The Planning Department has an extensive email list of all downtown businesses and stakeholders. We have an active constituency that is currently working on the Downtown Rapid Recovery plan and has worked on other downtown planning initiatives.*

*Enhanced outreach will be done to engage underrepresented populations in the EJ area. This is done through the Planning Department's partnership with the Montague Catholic Social Ministries, the Brick House, Franklin County Housing Authority and Power Town Apartments. The latter partners two will provide direct notice to over 200 low-income residents by allowing the town to provide flyers to all apartments. MCSM is the town's connection to the latinX community in Turners Falls and the Brick House works with youth living downtown. These two groups are actively engaged in downtown planning.*

**6.11 Community Leadership Group** - If existing, describe the group of individuals that will work on this project and what makes it innovative or effective in community economic development. If not yet formed, describe the plan for the group's composition and work.

*The project will be lead by the Montague Planning Department which has a great track record in developing and implementing municipal plans.*

*Oversight will be done by a special purpose planning commission, to be established by the Selectboard, and to include representation from the Selectboard, Planning Board, EDIC and other non-municipal stakeholders.*

**6.12 Sustainability** – Describe how the work of this group will be carried out and how it will be sustained over time, particularly past the time of this grant request.

*The Town of Montague has demonstrated a commitment to revitalize the Canal District for over 15 years and over \$5M in public funds have already been invested into site preparation and development. Revitalization of the district remain the town's #1 economic and community development priority. It is prioritized in virtually all community plans including, Downtown Master Plan, Housing Plan, Economic Development Plan, MVP plan, Open Space and Recreation Plan.*

*Public funds are planned for investment in the district, including a \$2.1 Massworks grant for a newpedestrian bridge/ gateway enhancement and a new\$9M bridge on the 2025 TIP. The Town intend to maximize the benefit and private investment from these planned infrastructure investments.*

**6.13 Implementation** – Describe the enactment, adoption, and/or implementation process for the plan(s) completed by this project. Identify any necessary review and/or approval entities such as Planning Board, Council or Select board and/or subcommittee Committee, town meeting, etc.

*The Plan will be reviewed and approved by the Planning Board,the SelectBoard ,and Montague Economic Development and Industrial Corporation. The Planning Department (2 full time staff) will work closely with these Boards and the Town Administrator to oversee the implementation of the plan.*



*Commonwealth of Massachusetts*  
**EXECUTIVE OFFICE OF  
HOUSING & ECONOMIC DEVELOPMENT**  
One Ashburton Place, Room 2101, Boston, MA 02108

**CHARLES D. BAKER**  
GOVERNOR

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

**MIKE KENNEALY**  
SECRETARY

TELEPHONE: (617) 788-3610  
[www.mass.gov/hed](http://www.mass.gov/hed)

October 4, 2021

Richard Kuklewicz, Select Board Chair  
Town of Montague  
One Avenue A  
Montague, MA 01376

Dear Chairperson Kuklewicz:

Thank you for submitting this application to the FY2022 Community One Stop for Growth. The three One Stop partner agencies worked together to carefully review and evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. Your application was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **\$100,000** from the **Urban Agenda program** has been approved for the **Canal District Master Plan** project. Urban Agenda supports community-driven responses to local economic opportunities through partnerships and shared accountability. In order to fulfill the mission of the Urban Agenda program it is our expectation that this Master Plan process will involve the participation of stakeholders from multiple sectors.

Please be advised that this letter does not constitute an agreement or contract with EOHD or the Commonwealth of MA for the grant award specified above. The Grantee is not authorized to proceed with any expenditures, for which it expects reimbursement from this grant, until a contract has been fully executed between the Grantee and EOHD. This letter does not confer any rights onto the Grantee. EOHD staff will reach out directly to discuss next steps in contracting.

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

We look forward to hearing more about the exciting work happening in your community.

Sincerely,



Mike Kennealy  
Secretary

c.c.: Juan R. Vega, Assistant Secretary for Communities and Programs



# 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>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Montague (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Housing and Econ. Dev. <b>MMARS Department Code:</b> EED	
<b>Legal Address: (W-9, W-4):</b> One Avenue A, Turners Falls, MA 01376		<b>Business Mailing Address:</b> 1 Ashburton Place, Boston, MA 02108	
<b>Contract Manager:</b> Walter Ramsey	<b>Phone:</b> 413-863-3200x112	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> Planner@montague-ma.gov	<b>Fax:</b>	<b>Contract Manager:</b> Jong Wai Tommee	<b>Phone:</b> 617-686-1328
<b>Contractor Vendor Code:</b> VC6000191893		<b>E-Mail:</b> jong.wai.tommee@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 0001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> 19MWIPMONTAGUECANALD	
		<b>RFR/Procurement or Other ID Number:</b> MWIP-2019	

<p align="center"><b>___ NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b></p> <p><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>	<p align="center"><b><u>X</u> CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30, 2022</u></p> <p>Enter Amendment Amount: \$ <u>+770,000</u> (or "no change")</p> <p><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b></p> <p><input checked="" type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)</p>
--	---

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). \$ 2,933,000.

**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.) The reason for this Contract Amendment is to accommodate a change(s) to the identified project previously awarded/contracted through the MassWorks Infrastructure Program (pursuant to Plan Item D001 in the Mass. Capital Investment Plan). This Amendment shall serve to extend the expiry date and/or to incorporate revisions to the project scope, timeline, and/or budget, as outlined in the attached Addendum document, which may include replacement of the Attachment A – Additional Terms and Conditions document in its entirety.

**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 \_\_\_, 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 June 30, 2023, 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.

<p><b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b></p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Richard Kuklewicz</u></p> <p>Print Title: <u>Selectboard Chair</u></p>	<p><b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b></p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Mike Kennealy or Designee</u></p> <p>Print Title: <u>Secretary of Housing and Economic Development</u></p>
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**EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT**  
**MassWorks Infrastructure Program**

**ADDENDUM #3 to**  
**Attachment A - Additional Terms and Conditions**

This Addendum modifies and amends certain terms of that certain Grant Agreement, as identified, made by and between the Commonwealth of Massachusetts, acting through the Executive Office of Housing and Economic Development ("EOHED"), and the **Town of Montague** ("Public Entity"), dated August 9, 2019 (the "Original Agreement").

Contract Summary Information			
Contract ID:	<b>19MWIPMONTAGUECANALD</b>	Original Contract Expiry:	<b>June 30, 2022</b>
Project Name:	<b>Turners Falls Canal District Gateway Improvement</b>	Revised Contract Expiry:	<b>June 30, 2023</b>
Maximum Obligation:	<b>\$2,933,000</b>	Change (+/-) to Max. Obligation, if any:	<b>+\$770,000</b>

Upon execution of a new Standard Contract Form with Amendment information and this document attached, the modifications and/or amendments selected and described below, which may include extension of the contract expiry date, will be incorporated into the Original Agreement.

☐ **Replacement of entire Attachment A**

**Reference: Attachment A - Additional Terms and Conditions**

The Attachment A document in the Original Agreement is hereby deleted and replaced in its entirety with the REVISED Attachment A – Additional Terms and Conditions, attached hereto.

☒ **Amendment to the Project Scope of Work Only**

**Reference: Attachment A – Additional Terms and Conditions: ARTICLE III – Project Scope and Budget**

ARTICLE III in Attachment A of the Original Agreement is hereby deleted and replaced in its entirety with the following REVISED and/or RESTATED subsections:

A. **Description of the Project Site**

The site consists of approximately A) 1,500 LF of roadway along Canal Street between the intersections with 3rd Street and 7th including reconfiguring of the 5th and Canal Intersection B) The Fifth Street Pedestrian Bridge and C) The segment of 5th Street between the 5th Street Bridge and the White Bridge. Private development is occurring at 36 Canal Road (Map 3 Lots 2, 84, and 26) and 42 Canal (Map 3 Lot 86).

B. **Project Description**

The public infrastructure project will modernize connectivity and public utilities serving the Turner Falls Canal District Gateway – a historic industrial landscape. The project will significantly improve safety and connectivity and upgrade utilities connections for the commercial sites

within the Canal District. The most noteworthy improvement will be the construction of a new 140' pedestrian bridge over the Power Canal to replace an existing 1912 pedestrian bridge that is out of service due to structural failure. The proposed bridge will provide a pedestrian connection across the Power Canal to service 36 Canal Road, 42 Canal Road, 11 Power Road and the White Bridge over the Connecticut River. The location of the new 5th Street Pedestrian Bridge will be downstream of the 5th Street Vehicular Bridge and opposite of the existing pedestrian bridge. This new location necessitates an easement from Firstlight Power and an amendment to their FERC license. A water main and a sanitary sewer force main will be supported by the pedestrian bridge to provide necessary utility connections over the Power Canal and to facilitate a much-needed service that is currently unavailable on Canal Road. American with Disabilities Act (ADA) accessible walkways, crosswalks, and ramps are proposed to accommodate users connecting the private development site to the parking, bike path, and downtown area. Additionally, the town is exploring a scope expansion that would provide water and sewer utilities for an 800 foot stretch of Canal Street, supporting an additional mill redevelopment site on the Canal District-The Strathmore Mill Complex- a 43D Priority Development site. If successful, Firstlight would make a contribution to cover the expense.

The pedestrian improvements along the narrow Canal Access Road section will be designed to accommodate larger commercial vehicles while maintaining emergency vehicle access. There are geometric and safety improvements proposed south of the bridges at Canal Street and 5th Street intersection. The existing intersection will be corrected to create a new Canal Steeet alignment with 5th Street, which will define the roadway limits while enhancing safety to all users. New curbing, sidewalks, along with ADA accessible ramps and crosswalks are proposed. The existing, extremely poor condition 500-foot sidewalk on the north side of Canal Street is proposed to be reconstructed to connect the project area to downtown and the Canal Street Parking Lot (Massworks 2015). A new sidewalk is proposed on the south side of Canal Street that will provide access from the 5th Street intersection to the adjacent parking lots. A new 300-foot sidewalk connection will be constructed along the southside of Canal Street extending to the existing sidewalk near J Street. A Rectangular Rapid Flashing Beacon (RRFB) is proposed for the Canalside Bike Path crossing with the 5th Street vehicular bridge. The RRFB will address the limited sight distance that is available to drivers traveling in southbound direction over the 5th Street vehicular bridge by brining attention of a pedestrian crossing the street.

C. Project/Construction Timeline

Construction Milestone	Month/Year
Design, and Engineering Complete	09/2021
Bids Advertised	09/2021
Bids Opened	10/2021
Contract Awarded	11/2021
Construction Started	02/2022

Construction 25% Complete	04/2022
Construction 50% Complete	05/2022
Construction 75% Complete	06/2022
Construction 100% Complete	09/2022
Punch List	12/2022

D. Project Budget

SPENDING CATEGORY	GRANT FUNDS
<b>Design</b> (include surveying, engineering, permitting, bidding)	\$232,600
<b>Construction</b> (incorporate any and all earthwork into corresponding subcategories)	
Land Takings	\$0
Demolition/Remediation	\$0
Mobilization/Demobilization	\$60,000
Water/Sewer/Drainage (include pump stations)	\$363,000
Utility Relocation	\$200,000
Roadways (include paving, markings, signage, etc.)	\$80,000
Sidewalks/Curbing/Streetscapes (guardrails, fencing, plantings, etc.)	\$367,000
Electrical/Lighting (include street lights and traffic signals)	\$90,000
Bridges/Culverts	\$1,027,400
Security/Traffic Details	\$39,600
Other: Contingency	\$293,000
<b>Construction Administration</b>	\$180,000
<b>GRAND TOTAL</b>	<b>\$2,933,000</b>

E. Funds Drawdown Schedule

Fiscal Year	2020	2021	2022	2023
Current Contract Amount	\$180,000	\$105,000	\$1,938,897.87	\$0
<b>New Amount</b>	<b>\$75,000</b>	<b>\$149,102.13</b>	<b>\$2,114,475</b>	<b>\$594,422.87</b>
Variance (+/-)	-\$105,000	+\$44,102.13	+\$175,577.13	+\$594,422.87



# 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 1099I 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.





# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

## 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 sign and enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." **Rubber stamps are not acceptable.** 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. Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file See Contract and ISA Execution after the COVID-19 State of Emergency.

**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 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





# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

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



# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

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. 151F (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.



# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

**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](http://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.



## STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

**Executive Orders 523, 565, and 592.** Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). Executive Order 592 (Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non-Discrimination, and Affirmative Action). 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.

## PURCHASE AND SALE AGREEMENT

AGREEMENT made this 18<sup>th</sup> day of January, 2022.

1. PARTIES

Town of Montague, a Massachusetts municipal corporation, having an address of 1 Avenue A, Turners Falls, MA 01376,

hereinafter the **SELLER**, agrees to sell and

Judd Wire, Inc., a Delaware corporation, having an address of 124 Turnpike Road, Turners Falls, MA 01376,

hereinafter the **BUYER**, agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The property located on 4 Sandy Lane, Montague, Massachusetts and shown as Assessors Map 21, Lot 150 consisting of 1.268 acres, and shown as "Lot B" on a plan entitled "Definitive Subdivision Plan Sandy Lane Subdivision Montague, Massachusetts," dated March 3, 2017, revised through July 11, 2017, recorded with the Franklin County Registry of Deeds in Plan Book 142, Page 26, being a portion of those premises described in a deed recorded with said Registry in Book 1404, Page 200. The premises are subject to an easement for a stormwater easement along Sandy Lane, approximately 260 feet in length and 5 feet in width, as shown on the sketch plan attached hereto as Exhibit A, which stormwater easement shall be reserved in the deed from Seller to Buyer. Seller shall prepare and deliver a survey plan showing the easement premises in form adequate for recording or registration to Buyer for Buyer's approval, not to be unreasonably withheld, at least ten (10) days prior to the closing date.

3. TITLE DEED

Said premises are to be conveyed by a good and sufficient **QUITCLAIM** deed running to the Buyer or to the nominee designated by the Buyer by written notice to the Seller at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

(a) Provisions of existing building and zoning laws;

- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement; and
- (e) The stormwater easement reserved by Seller as described in Section 2 of this Agreement.

4. PURCHASE PRICE

The agreed purchase price for said premises is Fifty-Five Thousand and 00/100 Dollars (\$55,000.00), of which:

\$ 1,000.00	to be paid as a deposit at the time of execution by both parties and;
\$ 54,000.00	are to be paid at the time of delivery of the deed in cash or by certified, cashier's, treasurer's or bank check or by wire transfer, at Seller's election
<hr/>	

**TOTAL \$ 55,000.00**

5. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered 12 o'clock p.m. (noon) on the 31st day of January, 2022 at the Franklin County Registry of Deeds or a closing by mail, at Seller's discretion.

6. POSSESSION AND CONDITION OF PREMISES

Buyer currently occupies the premises and has control of the condition of the premises. This Agreement is not subject to any inspection contingency.

7. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the Seller shall be unable to give title or make conveyance, or to deliver possession of the premises, all as herein stipulated, then any payment made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, unless the Seller elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. Reasonable efforts as defined hereunder shall not require Seller to expend in excess of \$1,000.00, including attorney's fees.

8. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the Seller shall have failed so to remove any defects in title or deliver possession, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. BUYER'S ELECTION TO ACCEPT TITLE

The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title.

10. ACCEPTANCE OF DEED

The acceptance of a deed by the Buyer or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

11. USE OF MONEY TO CLEAR TITLE

To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

12. INSURANCE

Until the delivery of the deed, the Seller shall bear any risk of loss.

13. AS-IS

Buyer acknowledges and agrees that it accepts the premises in its "AS IS" condition, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, other than as expressly set forth in this Agreement. Buyer acknowledges and agrees that, except as stated in this Agreement, neither Seller nor any of the other Seller Parties have made any representation or warranty, direct or indirect, oral or written, express or implied, to Buyer or any of the Buyer's employees, representatives or agents with respect to the condition of the premises, its fitness for any particular purpose, or its compliance with any laws, and



Buyer is not aware of, and does not rely upon any such representation to any other party. Buyer acknowledges that Buyer has had the opportunity to make such inspections of the premises as it deems necessary or appropriate. Any information, documents or materials now or hereinafter provided to the Buyer, if any, are made available solely as an accommodation to Buyer in the conduct of its due diligence, and that, by providing such information to Buyer, Seller makes no representation or warranty whatsoever, express or implied, as to the accuracy or completeness thereof. The provisions of this Section shall survive the closing.

14. ADJUSTMENTS

Buyer shall pay at Closing a payment in lieu of taxes as required by G.L. c. 44, §63A and the amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year. Buyer shall be responsible for any liens for municipal betterments assessed after the date of this Agreement. There shall be no proration of utilities or other items since Buyer is currently occupying the premises.

15. DEPOSIT

All deposits made hereunder shall be held in escrow by the law firm of Daniel F. Graves, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event this Agreement is terminated and buyer is not in breach, the deposit shall be returned to the Buyer within 48 hours.

16. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages. This shall be the Seller's sole remedy at law and in equity.

17. SALE OF PERSONAL PROPERTY NONE

18. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY

If the Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller nor Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

19. WARRANTIES AND REPRESENTATIONS

The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the Seller: NONE

20. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

21. FINANCING

There is no financing contingency.

22. NON BROKERED TRANSACTION

Buyer and Seller represent to each other that neither party has dealt with any broker or any other person in connection with this purchase of said premises. Buyer and Seller agree that, to the extent permitted by law, each will hold harmless and indemnify the other from any loss, cost, damage and expense, including reasonable attorney's fees, incurred by Buyer or Seller for a commission or finder's fee as a result of the falseness of these representations. The provisions of this Section shall survive the Closing.

23. REBA STANDARDS

Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of REBA at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

24. EXTENSIONS

Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile and scanned signatures shall be construed as original.

25. MISCELLANEOUS

(a) Assignment. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

(b) Waiver; Consent. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. The consent by one party to any act by the other party for which consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement.

(c) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed properly given upon the earlier of: (i) two (2) business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one (1) business day after deposit with an express courier service such as Federal Express; (iii) actual receipt, or (iv) confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), addressed as follows:

If to Buyer: Judd Wire, Inc.  
124 Turnpike Road  
Turners Falls, MA 01376

with a copy to  
Buyer's Attorney:

If to Seller: Town of Montague  
1 Avenue A  
Turners Falls, MA 01376

with a copy to  
Seller's Attorney: Katharine Lord Klein, Esq.  
KP Law, P.C.  
101 Arch Street, 12<sup>th</sup> Floor  
Boston, MA 02110

A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

(d) Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements,

representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

(e) Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(f) Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts, and any and all disputes, issues and claims of any kind or nature relating to this Agreement and/or the Property shall be brought in the courts of the Commonwealth of Massachusetts.

(g) Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

(h) Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by both Buyer and Seller.

(i) Date of Performance. All references to "days" in this Agreement shall be construed to mean calendar days unless otherwise expressly provided. If the date on which any performance required hereunder is other than a Business Day, then such performance shall be required as of the next following Business Day. The term "*Business Day*" shall mean a day that is other than a Saturday, Sunday, state holiday or holiday in which the banks in Massachusetts are authorized to close. Unless otherwise expressly provided herein, the last day of any period of time described herein shall be deemed to end at 5:00 p.m., Eastern Standard Time.

(j) Time of Essence. Time is of the essence of every provision of this Agreement of which time is an element.

(k) Effective Date of this Agreement. The Effective Date of this Agreement shall be the last date on which fully-executed Agreements or counterpart signature pages have been delivered.

(l) Counterparts; PDF Execution; Drafts not an Offer to Enter into a Legally Binding Agreement. This Agreement may be executed in multiple counterparts (which counterparts may be executed by facsimile) which shall together constitute a single document. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained. Delivery of an executed counterpart of this Agreement via electronic mail shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed

counterpart of this Agreement by electronic mail also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

(m) No Personal Liability. Notwithstanding anything stated to the contrary herein, (i) Seller's liability under this Agreement shall be limited solely to Seller's interest in the Property, and (ii) in no event and under no circumstances shall Seller or its officials, employees, agents, and/or representatives shall have any personal liability hereunder.

(n) No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective permitted successors and assigns, and no third party is intended to, or shall have, any rights hereunder.

[Signatures on the Following Page]

Executed as of the date and year above written.

BUYER:  
JUDD WIRE, INC.

By: \_\_\_\_\_  
Atsushi Shinchi, President

SELLER:  
TOWN OF MONTAGUE  
By Its Selectboard

\_\_\_\_\_  
Richard Kuklewicz, Chair

\_\_\_\_\_  
Christopher Boutwell, Vice Chair

\_\_\_\_\_  
Matthew Lord, Clerk



Exhibit A

Sketch Plan



**Property Address: 4 Sandy Lane, Montague, MA**

### **QUITCLAIM DEED**

**The Town of Montague**, a Massachusetts municipal corporation, acting by and through its Selectboard, having an address of Montague Town Hall, One Avenue A, Turners Falls, Massachusetts 01376 (the "Grantor"), for consideration of Fifty Five Thousand and 00/100 (\$55,000.00) Dollars paid, hereby grants, with *quitclaim covenants*, to **Judd Wire, Inc.**, a Delaware corporation, having an address at 1124 Turnpike Road, Turners Falls, MA 01376 (the "Grantee"), all that certain parcel of land located off Sandy Lane in the Town of Montague, Franklin County, Massachusetts which land is shown as "Lot B," containing 1.268 acres, more or less, on a plan entitled "Definitive Subdivision Plan Sandy Lane Subdivision Montague, Massachusetts," dated March 3, 2017, revised through July 11, 2017, prepared for Fuss & O'Neill, Inc., and recorded with the Franklin County Registry of Deeds in Plan Book 142, Page 26 (the "Plan"), and being a portion of those premises described in a deed recorded with said Registry in **Book 1404, Page 200**.

Subject to and reserving a non-exclusive stormwater easement for the benefit of the Grantor on the easterly side of the conveyed premises shown as "Proposed Stormwater Easement Area," containing 3,900± Sq.Ft. (the "Easement Premises"), on a plan entitled "'Proposed Stormwater Easement' Plan of Land in Montague, Massachusetts," dated December 20, 2021, Prepared by Harold L. Eaton and Associates, Inc., recorded with said Registry in Plan Book \_\_\_\_, Page \_\_\_\_\_. The easement may be used for all purposes incidental to directing, collecting and disposing of drainage waters, said purposes including, but not limited to, the right to construct, inspect, repair, remove, replace, operate, forever maintain and abandon in place any drainage channels or swales, drains, pipes, catch basins, pumps, manholes, detention and/or retention basins, and other structures associated therewith, and to flow drainage waters on the Easement Premises, and to do all other acts incidental to the foregoing, including the right to enter upon the Easement Premises from time to time by, without limitation, foot, motor vehicle, and heavy equipment for the aforesaid purposes. The rights granted herein shall entitle Grantor to keep the Easement Premises free of any vegetation, vehicles, structures, personal property, or other object or use, whether now or hereafter existing, that threaten or will threaten the integrity of Grantor's drainage structures located within said Easement Premises or otherwise unreasonably impair Grantor's use of the Easement Premises for drainage purposes.

Grantee shall have the right to use the Easement Premises for any and all purposes provided, however, that Grantee does not interfere unreasonably with the rights of Grantor herein. Without limiting the foregoing, Grantee agrees that Grantee shall not, and shall not allow others to, construct, install, or place within the Easement Premises any temporary or permanent buildings, structures, and objects (including, without limitation, any fences or other obstructions), and/or use heavy equipment within, drive vehicles on, or use the Easement Premises for construction staging purposes, it being acknowledged and agreed to by the parties

that any of the foregoing may damage Grantor's drainage facilities. Grantee shall repair any damage caused by Grantee and/or Grantee's agents, employees, contractors, and/or invitees.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, reference shall be made to a deed recorded with the Franklin County Registry of Deeds in Book 1404, Page 200.

The property is conveyed pursuant to a Town Meeting vote under Article 25 of the May 3, 2014 Annual Town Meeting, a certified copy of which is attached hereto as Exhibit A.

[Signature Page Follows]

Witness our hands and seals this 18<sup>th</sup> day of January, 2022.

TOWN OF MONTAGUE, acting by and  
through its Selectboard

\_\_\_\_\_  
Richard Kuklewicz, Chairman

\_\_\_\_\_  
Christopher Boutwell, Vice Chair

\_\_\_\_\_  
Matthew Lord, Clerk

Approved: January \_\_\_, 2022

APPROVED:

MONTAGUE ECONOMIC  
DEVELOPMENT AND INDUSTRIAL  
CORPORATION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this \_\_\_\_ day of January, 2022, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/they signed it voluntarily for its stated purpose, as a member of the Montague Selectboard.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this \_\_\_\_ day of January, 2022, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as a member of the Montague Economic Development and Industrial Corporation.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Exhibit A

Town Meeting Vote

I REPORT THAT THE PROPERTY LINES SHOWN  
HEREON ARE THE LINES DIVIDING EXISTING  
OWNERSHIPS, AND THE LINES OF STREETS AND  
WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE  
STREETS OR WAYS ALREADY ESTABLISHED, AND  
THAT NO NEW LINES FOR DIVISION OF EXISTING  
OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

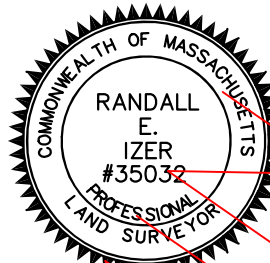
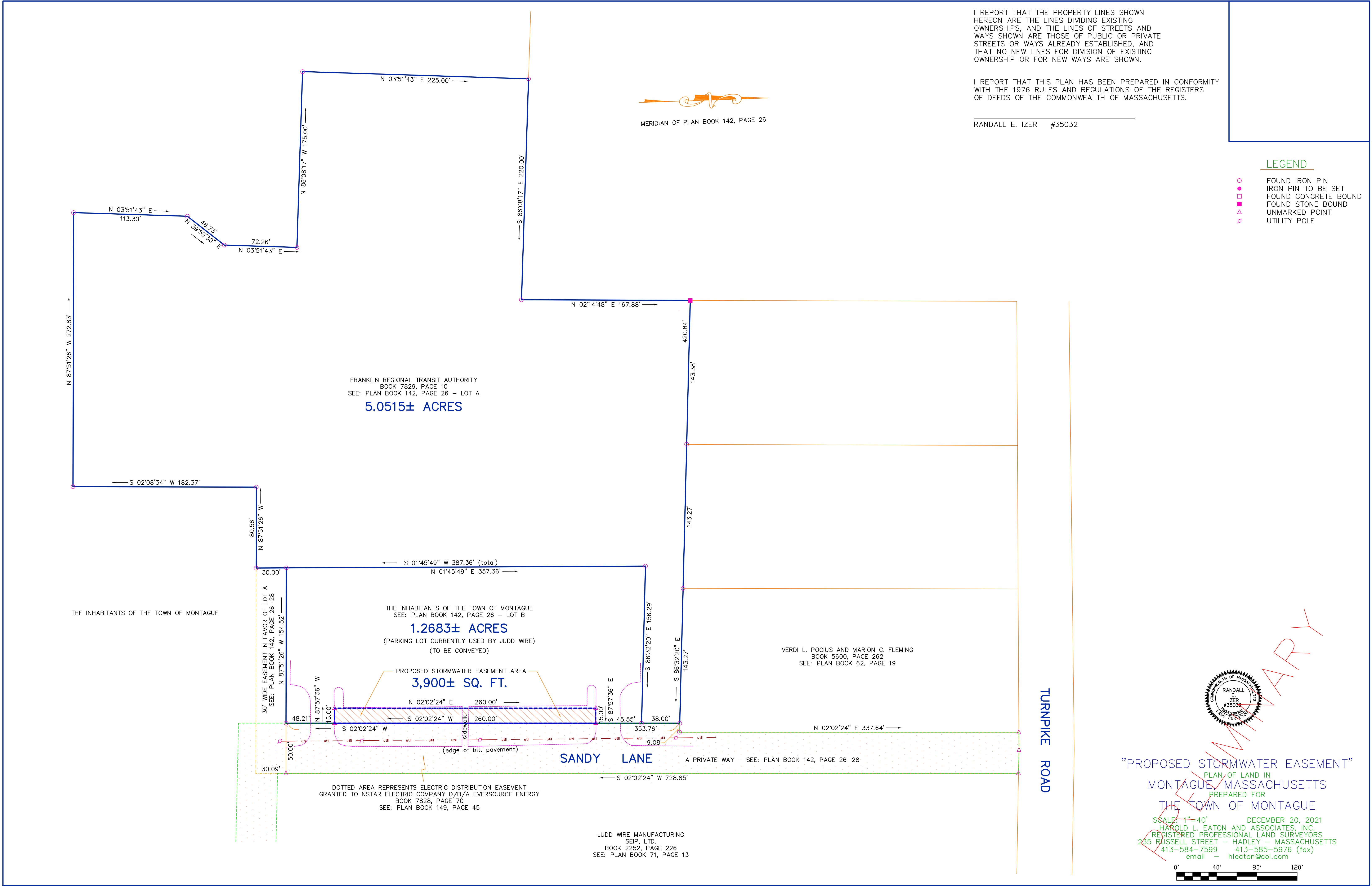
I REPORT THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY  
WITH THE 1976 RULES AND REGULATIONS OF THE REGISTERS  
OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

RANDALL E. IZER #35032

MERIDIAN OF PLAN BOOK 142, PAGE 26

LEGEND

- FOUND IRON PIN
- IRON PIN TO BE SET
- FOUND CONCRETE BOUND
- FOUND STONE BOUND
- △ UNMARKED POINT
- ⋈ UTILITY POLE



"PROPOSED STORMWATER EASEMENT"  
PLAN OF LAND IN  
MONTAGUE, MASSACHUSETTS  
PREPARED FOR  
THE TOWN OF MONTAGUE

SCALE: 1"=40' DECEMBER 20, 2021  
HAROLD L. EATON AND ASSOCIATES, INC.  
REGISTERED PROFESSIONAL LAND SURVEYORS  
235 RUSSELL STREET - HADLEY - MASSACHUSETTS  
413-584-7599 413-585-5976 (fax)  
email - hleaton@aol.com



JUDD WIRE MANUFACTURING  
SEIP, LTD.  
BOOK 2252, PAGE 226  
SEE: PLAN BOOK 71, PAGE 13

DOTTED AREA REPRESENTS ELECTRIC DISTRIBUTION EASEMENT  
GRANTED TO NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY  
BOOK 7828, PAGE 70  
SEE: PLAN BOOK 149, PAGE 45

VERDI L. POCIUS AND MARION C. FLEMING  
BOOK 5600, PAGE 262  
SEE: PLAN BOOK 62, PAGE 19

THE INHABITANTS OF THE TOWN OF MONTAGUE  
SEE: PLAN BOOK 142, PAGE 26 - LOT B  
**1.2683± ACRES**  
(PARKING LOT CURRENTLY USED BY JUDD WIRE)  
(TO BE CONVEYED)

PROPOSED STORMWATER EASEMENT AREA  
**3,900± SQ. FT.**

30' WIDE EASEMENT IN FAVOR OF LOT A  
SEE: PLAN BOOK 142, PAGE 26-28  
N 87°51'26" W 154.52'

TURNPIKE ROAD

SANDY LANE

A PRIVATE WAY - SEE: PLAN BOOK 142, PAGE 26-28

THE INHABITANTS OF THE TOWN OF MONTAGUE

FRANKLIN REGIONAL TRANSIT AUTHORITY  
BOOK 7829, PAGE 10  
SEE: PLAN BOOK 142, PAGE 26 - LOT A  
**5.0515± ACRES**