

**MONTAGUE SELECTBOARD
MONTAGUE FINANCE COMMITTEE
MONTAGUE BOARD OF HEALTH MEETING**

Remote Meeting via ZOOM

1 Avenue A, Turners Falls, MA 01376

Monday, February 28, 2022

Zoom Meeting Link: <https://us02web.zoom.us/j/85019159291>

Meeting ID: 850 1915 9291 Password: 683684 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. 5:30 PM Open Meeting:
 - Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
 - Finance Committee Chair opens the meeting, roll call taken

2. 5:31 Franklin County Tech School
 - Budget Presentation
 - Request funding from FY23 Cannabis Impact Fees for Licensed Substance Abuse Counselor

3. 6:40 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment

4. 6:42 Approve minutes of February 14, 2022 if available

5. 6:43 Board of Health Chair opens the meeting, if quorum present, roll call taken

6. 6:43 COVID-19 Updates
 - Review of COVID case counts and trends
 - Mask Mandate Discussion

7. 7:00 State Representative Natalie Blais and Senator Jo Comerford
 - State Legislative Delegation Meeting

8. 7:30 Brian McHugh, Director of Community Development, FCRHRA
 - Authorize Disbursement #1 to Berkshire Design Group for FY20 Montague CDBG Hillcrest Neighborhood playground Design, \$684.00
 - Authorize Signature on FY20 Montague Contract Amendment with DHCD to extend period of implementation from 6/30/22 to 6/30/24
 - Authorize awarding of FY20 Montague Avenue A Streetscape Phase III construction contract to H. M. Nunes & Sons Construction, base bid of \$172,800
 - Authorize FY20 Montague CDBG Program Income Amendment to add the amount of \$41,184.70 to the Housing Rehabilitation Activity

**MONTAGUE SELECTBOARD
MONTAGUE FINANCE COMMITTEE
MONTAGUE BOARD OF HEALTH MEETING
VIA ZOOM
Monday, February 28, 2022**

9. 7:45

Walter Ramsey, Town Planner

- Montague FY21 Complete Streets Grant
 - Project Closeout Review
 - Authorize expenditure of up to \$21,587.25 from the Project Overrun account to the Montague Complete Streets FY21 project (Montague Street and Turnpike Road Sidewalks) per terms of contract with Baltazar Contractors
- Montague Comprehensive Plan
 - Project Updates
 - Amend Montague Comprehensive Plan Phase I grant agreement with State to reflect updated project timeline ending 6/30/2023
- Canal District Master Plan
 - Review Project scope of work
 - Community Development Discretionary Account Hearing Allocation \$8,000 toward the Canal District Master Plan to ensure a robust community engagement process. To be leveraged by \$135,000 in grant funding. Review of project scope.
 - Execute Memorandum of Agreement with Mass Development regarding project administration of the Canal District Master Plan
- Authorize FY23 Battlefield Planning Grant: 1676 Battle of Great Falls Site Evaluation and Evaluation Phase III + Education. Total grant request \$83,300

10. 8:05

Executive Assistant Business

- Annual Town Meeting: Article submission deadline for May 7, 2022 Annual Town Meeting, March 17, 2022 at 4:00 PM.
- ABCC 2022 Seasonal Population Increase Estimation Form
- Turners Falls Power Canal Service outage will take place September 19, 2022 through September 24, 2022
- Topics not anticipated in the 48 hour posting

Other

- Anticipated Next Meeting: Monday, March 7, 2022 at 6:30 PM via ZOOM

State Legislative Delegation Meeting Topics

Rev. February 18, 2022

7

Topic outline for the Selectboard's 30-minute meeting with state legislators at 7pm on February 28.

Roads and Bridges

- Increase Chapter 90 appropriation to \$300M annually, then index it to annual highway construction inflation rate as evidenced in MassDOT bid data sets.
- Create a companion program to Ch90 focused on bridge maintenance alongside technical assistance to advance Town's understanding of how to cost effectively address deficiencies noted on MassDOT municipal bridge inspection reports.
- Create systematic opportunity for municipalities to share their priorities relative to DOT bridge repair and replacement projects. We never would say no to assistance, but sometimes would suggest different priorities that they may not be aware of.

Wastewater Infrastructure

- Create a sustainable program that funds rural water & wastewater infrastructure projects, as well as necessary process changes in response to evolving EPA regulations. Include engineering costs as allowable uses.
- Discussion the need for state incentives in response to the emerging crisis relative to sludge waste disposal options and cost. Support investment in development of single community or regional sludge composting capacity. We need demonstration sites and single community prototypes should not be discounted, given the challenge of siting regional facilities. **(Also a Green Initiative)**

In Support of a Greener Future

- Ensure full funding of State PILOT program to ensure that rural communities are not unfairly penalized for retaining a community benefit in the form of open space protection.
- Support the Green Future Act and ensure that the benefits flow to Towns and people, not to corporate interests.
- Continue to advocate for rural regional transportation funding, including permanent funding of weekend bus service and connections between Montague and the UMass/Northampton area.

Extension of COVID Measures

- Continue allowances for hybrid remote participation in public meetings, including for members, even after the presumed end of the current state and national COVID-19 Emergency Declaration.
- Extend provision allowing outdoor liquor license area extension in 2022.
- Continue to assist with efforts to redevelop the former Farren Care Center property, both through continued advocacy for the Selectboard's position with Trinity Health New England and through.

And...

- **Fund library renovation projects** in small communities that respect that we may not wish or may not be able to afford substantial expansion of facilities in order to be eligible for Library grant aid.
- **Continue to support our engagement with Trinity Health New England** to ensure the Town's interests are protected as they continue their withdrawal from the community.



GOVERNOR BAKER FILES FY22 SUPPLEMENTAL BUDGET THAT INCLUDES:

\$100M IN SUPPLEMENTAL CHAPTER 90 DISTRIBUTIONS

\$100M FOR WINTER ROAD REPAIRS

\$150M FOR CLIMATE RESILIENCY PROGRAMS

Dear Steven Ellis,

Today, Governor Baker announced a \$2.4 billion supplemental spending bill for fiscal year 2022 that includes funding for critical municipal programs, featuring \$100 million for a supplemental Chapter 90 distribution to cities and towns for local roads and bridges, \$100 million to help municipalities repair roads from winter damage, and \$150 million in supplemental grants for climate change initiatives including the Municipal Vulnerability Preparedness (MVP) program.

Please Call Your Legislators and Ask Them to Support these Critical Investments

Chapter 90

The \$100 million supplemental distribution to the Chapter 90 local roads and bridges program would provide a desperately needed infusion to fund this important program. Chapter 90 has been mostly level-funded at \$200 million since 2012, while the inflation rate for road construction has increased by 42% during this time. Cities and towns can put all of this new funding to work immediately, giving a big boost to local road repair programs in every community.

The Governor is proposing to use \$100 million of the state's revenue surplus to provide an immediate boost to Chapter 90 that can be put to work right away, when the construction season starts in just a few weeks.

In addition to supporting this \$100 million Chapter 90 infusion, please remind your legislators that cities and towns need timely enactment of a separate \$300 million Chapter 90 bond bill this spring, so that long-term repairs can get underway as well.

Winter Road Repairs

The bill includes \$100 million for grants to municipalities for a winter recovery assistance program. Funds could be used for projects including the rehabilitation, reconstruction, resurfacing or preservation of roadways. Grant funds could also be used for the repair or replacement of traffic control devices, signage, guardrail, storm grates, road striping or painting.

Environment and Climate

The bill includes \$150 million to fund climate change resiliency initiatives, including the Municipal Vulnerability Preparedness (MVP) Program. To date, 93% of Massachusetts municipalities are enrolled in the MVP program, and in the most recent grant funding round, \$20.6 million was distributed through both planning and action grants. With such a high engagement rate and thousands of priority projects identified through the planning process in communities across the Commonwealth, requests for action grants far exceed the available funding in the Global Warming Solutions Trust Fund. The proposed spending for the MVP program would enable more projects to be approved in each grant round and provide a stable source of long-term funding as the program expands its reach.

Please call your legislators and ask them to support these key municipal priorities and urge swift passage of this supplemental funding!

Thank you!

8A



FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY
241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289

AUTHORIZATION TO DISBURSE No. 1
Invoice # 2022-017-1
TOWN OF MONTAGUE FY20 (6K)
HILLCREST NEIGHBORHOOD PLAYGROUND
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060

Date: February 11, 2022

Original Contract Amount:	9,000.00
Total Contract	9,000.00
Total Paid to Date:	\$0
Balance:	9,000.00
This Invoice:	684.00
Balance:	8,316.00

Work Items Complete:

See attached invoice dated: February 10, 2022 FY2020 CDBG Funds allocated:	FY2020 CDBG \$ 684.00
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I reviewed this invoice on February 11, 2022, and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$684.00**



Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



**Berkshire
Design
Group**

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

Town of Montague Planning Dept.
Mr. Walter Ramsey, AICP
1 Avenue A
Turners Falls, MA 01376

INVOICE # 2022-017-1

February 10, 2022

Project No: 2022-017

Re: Montague - Hillcrest Neighborhood Playground

For professional landscape architectural, civil engineering and land surveying services listed below for the period January 1, 2022 to January 31, 2022:

Email invoices to: planner@montague-ma.gov and spleasant@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Construction Documents	\$9,000.00	7.60%	7.60%	\$684.00
	<u>\$9,000.00</u>			
Subtotal Task Charges				\$684.00
INVOICE TOTAL				\$684.00

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

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

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>.

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4): 1 Avenue A, Turners Falls, MA 01376		Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114	
Contract Manager: Steven Ellis	Phone: 413-863-3200	Billing Address (if different): same	
E-Mail: townadmin@montague-ma.gov	Fax:	Contract Manager: Julissa Tavarez	Phone: 617 573 1407
Contractor Vendor Code: VC6000191893		E-Mail: Julissa.tavarez@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCOCD322021820720000	
<input type="checkbox"/> NEW CONTRACT		<input checked="" type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: <u>6/30/2022</u> Enter Amendment Amount: \$ <u>no change</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u>675,519</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> 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 will receive \$675,519 for housing rehabilitation assistance to 2 units, Avenue A streetscape improvements, design for Hillcrest playground improvements and to provide social services to include family counseling, recovery counseling, a meals program and youth services. Amending contract end date to 6/30/2024.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u>20</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u>20</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/30</u> , <u>2024</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Richard Kuklewicz</u> Print Title: <u>Chair, Selectboard</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Louis Martin</u> Print Title: <u>Director</u>	

**EXHIBIT A: DISCLOSURE REPORT
FINANCIAL INTEREST IN PROJECT**

APPLICANT Town of Montague

DATE _____

Any applicant (city or town government, or subgrantee) to this program which will receive or expects to receive in excess of \$200,000 from funds made available by the federal Department of Housing and Urban Development (HUD), to assist a project or which is expecting to receive less than \$200,000 from HUD but is seeking or receiving other government (federal, state or local) funds to assist a project, must submit this form, and submit updates as financial interests change.

Information on this form is designed to show the level of financial interest in a project (including, but not limited to, equity, shares in profit on resale or any distribution of surplus cash or assets, or compensation for goods or services) of parties in the following categories:

- 1) All developers, contractors, or consultants involved in the application for financial assistance, or in the planning, development, or implementation of the project or activity; and
- 2) All other parties with a financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower)

A. Alphabetical list of all persons with a reportable financial interest in the project or activity	B. Social Security Number or Employee ID Number	C. Type of Participation in Project/Activity	D. Financial Interest in Project/Activity
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- A. Give the last name first (if entity, name of each officer, director, and principal stockholder) and include full address.
- B. Provide for each.
- C. This means the persons' specific role in the project (e.g. contractor, consultant, investor, etc.).
- D. Provide for each.

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of the Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosure of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature _____

Date _____

**FOR MUNICIPALITIES, THE COMMUNITY'S CHIEF ELECTED OFFICIAL, AND, FOR NON-MUNICIPALITY ENTITIES,
THE CHIEF EXECUTIVE OFFICER, EXECUTIVE DIRECTOR, OR MANAGER, MUST SIGN THIS FORM.**

MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Community Development Fund 2020

Town of Montague

Attachment A III. H. 8. – Additional Special Conditions

1. Contractor will amend its FY2020 grant budget to add program income funds to the housing rehabilitation line item.
2. Contractor will submit for the Department's approval a revised Anti-Speculation and Recapture Plan to include details on the recapture provisions for "Investor Owners".
3. Contractor shall certify to the Department that its Program Director and Housing Rehabilitation Specialist will consult regularly with local Weatherization Assistance Program(s) (WAP) regarding opportunities for cross-referral, cost-sharing and joint scheduling of projects. The goal is to accomplish energy efficiency and program/property owner cost savings through communication and coordination of rehabilitation and weatherization services.

Original Budget Summary

PROGRAM/PROJECT/ACTIVITY		CDBG FUNDS (\$)	OTHER FUNDS
1	PROPERTY ACQUISITION	\$0	\$0
2	CLEARANCE/DEMOLITION	\$0	\$0
3	RELOCATION (Permanent)	\$0	\$0
4	HOUSING REHABILITATION	\$142,230	
A	Program Delivery	\$22,230	\$0
B	Unit Development/Creation	\$0	\$0
C	Rehabilitation Loans/Grants	\$120,000	\$0
D	Other	\$0	\$0
5	COMMUNITY ECONOMIC DEVELOPMENT	\$0	
A	Program Delivery	\$0	\$0
B	Acquisition	\$0	\$0
C	Commercial Improvements (Signs/Facades)	\$0	\$0
D	Assist to For-profits (formally Sm. Business Assist.)	\$0	\$0
E	Infrastructure or Streetscape Improvements	\$0	\$0
F	Planning	\$0	\$0
M	Other	\$0	\$0
N	Mirco enterprise Assistance	\$0	\$0
6	PUBLIC FACILITIES/INFRASTRUCTURE	\$371,355	
A	Program Delivery	\$45,836	\$0
B	Streets and Sidewalks	\$0	\$0
C	Parks and Recreation	\$0	\$0
D	Neighborhood Facilities	\$0	\$0
E	Parking	\$0	\$0
F	Water	\$0	\$0
G	Sewer	\$0	\$0
H	Drainage	\$0	\$0
I	Architectural Barriers	\$0	\$0
J	Other	\$313,699	\$0
K	Design only (architectural and engineering)	\$11,820	\$0
7	PLANNING	\$0	
8	PUBLIC SOCIAL SERVICES	\$88,555	
A	Program Delivery	\$8,555	\$0
B	Program Costs	\$80,000	\$0
	Youth Services (\$20000), Elder Services (\$20000), English for Speakers of Other Languages (ESOL) (\$20000), Substance Abuse Counseling (\$20000)		
9	GENERAL ADMINISTRATION	\$73,379	\$0
	TOTAL PROGRAM COSTS	\$675,519	\$0

Award Amount: \$0



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

Mr. Richard Kuklewicz
Chairman, Board of Selectman
Town of Montague
1 Avenue A
Montague, MA 01376

Dear Chairman Kuklewicz:

On behalf of Governor Charles D. Baker and Lt. Governor Karyn E. Polito, I am pleased to award the Town of Montague an FY 2020 Community Development Fund grant in the amount of up to \$675,519 from the Massachusetts Community Development Block Grant (CDBG) Program. Congratulations on being one of the successful applicants.

This award is contingent upon the execution of a CDBG grant contract between the Department of Housing and Community Development (DHCD) and the U.S. Department of Housing and Urban Development, as well as on the Town of Montague's execution of a grant contract with DHCD and the satisfaction of its special conditions and requirements. We will send your grant contract to the contact person identified in your application. The Town of Montague may incur pre-agreement costs for administrative and other start-up costs not subject to 24CFR Part 58, Environmental Review, as of January 1, 2021.

All grantees will be provided guidance regarding grant administration and contract requirements. This will help ensure that all grantees understand their contractual and regulatory obligations before proceeding with activities for which DHCD has authorized grant funding. If you have any questions concerning this award, please contact Mark Southard, Community Development Manager, Division of Community Services, at (617) 573-1436.

Congratulations once again. I look forward to working with you to address the Town of Montague's community development needs.

Sincerely,

Jennifer Maddox

Jennifer Maddox
Undersecretary, DHCD

cc: Please see attached list for those receiving copies of this letter

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: Town of Montague
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title: Chair, Selectboard

X

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

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

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

_____, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 _____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME : Town of Montague
CONTRACTOR VENDOR/CUSTOMER CODE: VC600191893

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title: Chair, Selectboard Telephone: 413-863-3200

Fax: 413-863/3231 Email: selectscity@montague-ma.gov

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

8c

NOTICE OF AWARD

To: **H. M. Nunes & Sons Construction, Inc.**
From: **Town of Montague, MA Selectboard**
Date: **March 1, 2022**
Subject: **Award of Contract:
Avenue A Streetscape Phase III Construction Project**

Project Description: The Town of Montague, the Awarding Authority, invites sealed bids for Avenue A Streetscape Improvements Project in the Village of Turners Falls, Montague, Massachusetts, in accordance with the documents prepared by Berkshire Design Group, Inc. dated January 5, 2022. The Town of Montague has considered the BID submitted by you for the above-described work in response to its Invitation to Bid dated January 5, 2022, and Instructions to Bidders, as amended.

You are hereby notified that your base BID has been accepted for all labor and materials in the amount of **ONE HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED and 00/100 Dollars (\$172,800.00)**

You are required by the Invitation to Bidders to supply the Town of Montague (owner) and the Franklin County Regional Housing & Redevelopment Authority (HRA), grant administrator, the following information **PRIOR** to submission of the signed Agreement:

1. General Contractor submission requirements

- Federal ID. # (Form W-9), copies of licenses and certifications, if applicable
- A 100% Payment Bond and a 100% Performance Bond to the **Town of Montague**
- Certificates of Insurance as required by paragraph 29 of the General Conditions of the Owner/Contractor Agreement in the name of the **Town of Montague**.
- Form of General Contractor's Equal Employment Certification (State)
- Certification of Bidder Regarding EEO (Federal)
- Certification of Bidder Regarding Section 3 & Segregated Facilities (Federal)
- HUD Labor Standards: Certification Concerning Labor Standards and Prevailing Wage Requirements (Federal)
- Assurance of Compliance with Section 3 (Federal)
- Section 3 Plan (Federal)
- Executive Order 481- Contractor Certification
- Financial Disclosure Form
- Drug-Free Workplace - Contractor Certification
- A list of potential subcontractors that are to be contracted on this project
 - Subcontractors must attend Preconstruction Conference, unless exempted by the town
- HUD Labor Standards: Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements must be submitted prior to the issuance of the Notice to Proceed
- Contracts between General Contractor and their Sub Contractors are required to be submitted for review within Two (2) weeks of the Notice to Proceed

The numbers of the applicable wage decisions, which were part of the bid documents and will be contained in the contract are: 20211229-016 Issued 12/29/2021 (State) and General Decision No. MA20210010 Dated: 11/12/2021 (Federal).

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Franklin County Regional Housing & Redevelopment Authority (HRA), Attn: Brian McHugh, 241 Millers Falls Road, Turners Falls, MA 01376

Dated this 1st day of March 2022

TOWN OF MONTAGUE

Selectboard, Chair

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

this the _____ day of _____ 2022

Signed: _____

Title: _____

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Budget and Program Revision Form

Community/Grantee: Town of Montague	Original Award: \$ 675,519
Program Name/Year: CDF-G-2020-Montague	Revision #: B #2
Grant #: 00896	P-number (program revision) B-number (budget revision) B-2 E-number (extensions)
Contract End Date: 06 / 30 / 22	Date Revision Submitted: 02 / 28 / 22

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

Grantee Requested	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	DHCD Approved
X	Add \$41,184.70 in Program Income to activity 4C Housing Rehabilitation Budget Amendment to increase the grant award to \$ 745,938.67	
	Budget Revision for:	
	<ul style="list-style-type: none"> Change in administrative dollars Transfer of funds from construction to non-construction or vice versa Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000 	
	Program Extension (to increase period of availability of funds/period of performance) to / /	
	<ul style="list-style-type: none"> This extension will extend period of performance beyond the end of the term of the current grant agreement 	
	Program Revision for:	
	<ul style="list-style-type: none"> Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served. Changes in key personnel For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award Other, specify 	

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

	02/28/22 Richard Kuklewicz; Chair, Selectboard
Authorized Signature for Grantee:	Date / / Print Name & Title:

Program Rep. initial and date:	Program manager signature and date:
---------------------------------------	--

This request # _____ is _____ approved as requested	_____ approved with the modifications shown on the _____ denied
following pages numbered _____	

_____	Sandra L. Hawes, Associate Director, DCS
Authorized signature for Mass. CDBG	Print name, title, and date

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

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

PROJECT: Montague Complete
Streets Project 2021

FROM CONTRACTOR:
Balazar Contractors, Inc.

VIA ENGINEER:

AIA DOCUMENT G702

PAGE 1 OF 2

APPLICATION NO: 3

Distribution to:

OWNER
 ENGINEER
 CONTRACTOR

PERIOD FROM: 11/06/21

PERIOD TO: 02/09/22

PROJECT NO: 1

CONTRACT DATE 7/12/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

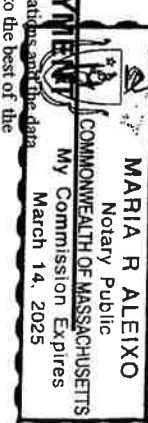
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: 

Date: 2-9-22

State of Massachusetts County of Hampden
Subscribed and sworn to before me this 9th day of February
Notary Public: Maria R Aleixo
My Commission expires: March 14, 2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1. ORIGINAL CONTRACT SUM	\$	394,965.00
2. Net change by Change Orders	\$	21,000.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	415,965.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	494,470.75
5. RETAINAGE:		
a. 5% of Completed Work	\$	24,723.54
b. (Column D + E on G703) % of Stored Material	\$	Included in above
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	24,723.54
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	469,747.21
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	395,166.75
8. CURRENT PAYMENT DUE	\$	74,580.46
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$	24,723.54

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$21,000.00	
Total approved this Month		\$21,000.00	\$0.00
TOTALS		\$21,000.00	\$0.00
NET CHANGES by Change Order			\$21,000.00

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE OF PAGES

Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
 APPLICATION DATE:
 PERIOD FROM:
 PERIOD TO:
 PROJECT NO:

02/09/22
 11/06/21
 02/09/22

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUES				D WORK COMPLETED (no retainage deducted)		E FROM PREVIOUS APPLICATION (D + E)		F THIS PERIOD		G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D+E+G)	I % (G+C)	J BALANCE TO FINISH (C - G)	K TOTAL RETAINAGE (IF VARIABLE RATE)
		QTY	UNIT	PRICE	EXT	QTY	EXT	QTY	EXT							
105	Stump Removed	1	EA	\$ 1,000.00	\$ 1,000.00	1.00	\$1,000.00						100.00%	\$2,583.60		
120	Earth Excavation	850	CY	\$ 60.00	\$ 51,000.00	790.00	\$43,800.00						94.93%	\$800.00		
150	Ordinary Borrow	20	CY	\$ 40.00	\$ 800.00									\$3,668.40		
151	Gravel Borrow	650	CY	\$ 45.00	\$ 29,250.00									\$5,700.00		
170	Fine Grading and Compacting	2450	SY	\$ 15.00	\$ 36,750.00									\$2,583.60		
220	Drainage Structure Adjusted	1	EA	\$ 1,000.00	\$ 1,000.00									\$3,668.40		
384.2	Curb Stop Adjusted	1	EA	\$ 300.00	\$ 300.00									\$5,700.00		
482.4	Sewing Cement Concrete	40	FT	\$ 15.00	\$ 600.00									\$2,583.60		
504	Granite Curb Type VA4 - Straight	60	FT	\$ 60.00	\$ 3,600.00									\$3,668.40		
509.1	Granite Transition Curb for Wheelchair Ramps - Straight	20	FT	\$ 80.00	\$ 1,600.00									\$5,700.00		
509.1	Granite Transition Curb for Wheelchair Ramps - Curved	20	FT	\$ 100.00	\$ 2,000.00									\$3,668.40		
697.1	5/8" Sack	10	EA	\$ 150.00	\$ 1,500.00									\$2,583.60		
701	Cement Concrete Sidewalks (Including All 1 Qty)	1915	SY	\$ 85.00	\$ 162,775.00									\$3,668.40		
701.1	Cement Concrete Sidewalk at Driveway	195	SY	\$ 130.00	\$ 25,350.00									\$5,700.00		
701.2	Cement Concrete Wheelchair Ramp	90	SY	\$ 200.00	\$ 18,000.00									\$3,668.40		
702	HMA Sidewalk and Hot Mix Asphalt at Driveway	520	TON	\$ 100.00	\$ 52,000.00									\$5,700.00		
748	MechBorrow	1	LS	\$ 11,000.00	\$ 11,000.00									\$3,668.40		
751	Loan Borrow	250	CY	\$ 60.00	\$ 15,000.00									\$5,700.00		
765	Seeding	300	SY	\$ 10.00	\$ 3,000.00									\$3,668.40		
832	Warning-Regulatory and Route Marker - Alum. Panel (Type A)	200	SE	\$ 20.00	\$ 4,000.00									\$3,668.40		
847.1	Sign Sup (N/C/Child) Rte Mkr w/ Bkwy Post Assembly - Steel	16	EA	\$ 200.00	\$ 3,200.00									\$3,668.40		
866.112	12 inch Reflectized White Linc (Thermoplastic)	890	FT	\$ 6.00	\$ 5,340.00									\$3,668.40		
874.1	Street Sign Removed and Reset	4	EA	\$ 150.00	\$ 600.00									\$3,668.40		
874.2	Traffic Sign Removed and Reset	10	EA	\$ 150.00	\$ 1,500.00									\$3,668.40		
874.4	Traffic Sign Removed and Stacked	2	EA	\$ 50.00	\$ 100.00									\$3,668.40		
1000	Police Traffic Control	1		\$ 10,000.00	\$ 10,000.00									\$3,668.40		
CHANGE ORDER 1																
CO-1	824.53 - Solar Powered Crosswalk Flashing Beacon (pair)	1	EA	\$ 21,000.00	\$ 21,000.00									\$3,668.40		
GRAND TOTALS					\$415,965.00		\$415,965.00		\$78,505.75		\$494,470.75		119%	\$78,505.75		

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Exec. Office of Energy & Env. Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4): One Avenue A Tumers Falls, MA 01376		Business Mailing Address: 100 Cambridge Street, Suite 900, Boston, MA 02114	
Contract Manager: Walter Ramsey, Town Planner	Phone: 413-863-3200 Ext 112	Billing Address (if different):	
Email: planner@montague-ma.gov	Fax:	Contract Manager: Kurt Gaertner	Phone: 857-338-5935
Contractor Vendor Code: VC6000191893		E-Mail: kurt.gaertner@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT ENV 0104220000000001995	
		RFR/Procurement or Other ID Number: ENV 22PLN 01	

<p style="text-align: center;">___ NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>	<p style="text-align: center;">___ X CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: <u>6/30/23</u>, __.</p> <p>Enter Amendment Amount: \$ <u>No Change</u>. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>
--	--

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). \$ 33,000.

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 Executive Office of Energy & Env. Affairs and the Town of Montague hereby amend their contract for the development of Master Plan elements to decrease FY22 funding and increase FY23 funding by the same amount.

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 6/30, 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.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

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

Print Name: _____

Print Title: _____

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

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

Print Name: _____

Print Title: _____

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

Due to a delayed start the Executive Office of Energy and Environmental Affairs (EEA) and the Town of Montague hereby amend their contract to reduce the amount of money in FY22 by \$19,000 and increase the FY23 budget by the same amount. The scope of work is otherwise unchanged.

ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
Planning Grant FY22				\$ 9,000 (FY22)
Planning Grant FY23				\$24,000 (FY23)
SUBTOTAL (this page)				\$33,000

MAXIMUM OBLIGATION

\$33,000

Page 1 of 1 Budget pages

Attachment B is subject to any restrictions or additional provisions outlined in Attachment A

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made as of this ____ day of _____, 20__ (the “Effective Date”), between **MASSACHUSETTS DEVELOPMENT FINANCE AGENCY**, a Massachusetts body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, Boston, Massachusetts 02110 (“MassDevelopment”), and **TOWN OF MONTAGUE**, a Massachusetts municipal corporation having its principal place of business at One Avenue A, Turners Falls, MA 01376, (the “Municipality”). MassDevelopment and the Municipality may be individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Board of Directors of MassDevelopment have identified certain strategic initiatives for which MassDevelopment shall expend internal staff and financial resources to advance; and

WHEREAS, one strategic initiative concerns the provision of planning and other economic development services to selected Municipalities of the Commonwealth of Massachusetts; and

WHEREAS, MassDevelopment has adopted a set of criteria to apply in determining whether to assist a community with its planning and/or economic development efforts, which include the ability to:

- Attract or retain jobs,
- Create housing opportunities,
- Result in the redevelopment of urban, blighted, and/or surplus public property,
- Help economically disadvantaged communities,
- Advance smart growth,
- Advance planning and pre-development activities to a point where the private sector is compelled to invest in the project area; and

WHEREAS, MassDevelopment has determined that the Municipality’s efforts to advance job creation and economic development in the Municipality would benefit from certain planning and/or economic development services from MassDevelopment; and

WHEREAS, MassDevelopment has determined that the project is planned to attract or retain jobs, result in the redevelopment of urban, blighted and/or surplus public property, help economically disadvantaged communities, advance smart growth, and advance planning and pre-development activities to a point where the private sector is compelled to invest in the project area; and

WHEREAS, this Agreement is entered into for the purpose of assisting the Municipality in the creation on a Canal District Master Plan and assessing the potential re-use of 20 Canal Road to promote job creation and economic development (the “Project”) within the Municipality in the Canal District and at 20 Canal Road, Turners Falls, MA 01376(the “Site”); and

WHEREAS, the Municipality and MassDevelopment agree that MassDevelopment may provide certain services in connection with the Project as further described in **Exhibit A** attached hereto and incorporated herein (the “Services”); and

WHEREAS, the Municipality and MassDevelopment intend by this Agreement to establish clearly articulated responsibilities expressly agreed upon by both Parties.

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

TERMS

1. **Mutual Obligations.** The Parties agree and acknowledge the following:

(a) Neither MassDevelopment nor the Municipality can guarantee any particular outcome regarding the Services, the Site, the Project, or the future related-municipal actions concerning the Site. This Agreement and the conditions and terms set forth herein are strictly preliminary in nature. Nonetheless, the obligations hereunder shall be performed diligently, reasonably, and in good faith.

(b) The Services shall be performed in a timely and expeditious manner, with a goal of completion by June 30, 2022. However, failure to meet this deadline shall not subject either of the Parties to damages under this Agreement, and shall not constitute an Event of Default (defined below).

(c) The Services may be modified, but only with the prior written consent of both Parties. MassDevelopment may withhold consent to such modification in its sole and absolute discretion.

2. **MassDevelopment Obligations.**

(a) MassDevelopment shall contribute, toward completion of the Services, funds not to exceed \$35,000 (the “MassDevelopment Funds”), which shall be provided pursuant to Section 5 below.

(b) MassDevelopment, with prior approval from the Municipality, shall retain consultants to implement the Services, which include, but are not limited to the consultants referenced in **Exhibit A** (the “Consultant Team”). Additionally, MassDevelopment shall manage and oversee the performance of the Consultant Team. MassDevelopment will make good-faith efforts to attend any materially important meetings or Site visits with the Municipality and the Consultant Team.

3. Municipality Obligations.

(a) With respect to the Project, the Municipality shall cooperate with MassDevelopment and the Consultant Team, including, without limitation, providing access to information, access to the Site, and facilitating meetings with Municipality officials and stakeholder community groups as needed.

(b) The Municipality shall provide reasonable in-kind services related to the Services, including staff time, organization of public meetings, and a location in which to hold said public meetings.

(c) The Municipality shall provide all reasonable cooperation, access, consents, data, and such other assistance as may be necessary to facilitate the diligent performance of the Services, MassDevelopment's oversight of the Consultant Team, and any other requirements reasonably related to the Project. The Municipality shall promptly review and comment upon the Consultant Team's work product upon request by MassDevelopment or the Consultant Team. The Municipality shall provide MassDevelopment and the Consultant Team with a single point of contact (the "Point Person") who shall be responsible for: (1) providing any and all assistance as may be reasonably required; (2) providing access to the Site; (3) providing Project-related documentation, regardless of form, and any other information reasonably requested; (4) attendance, facilitation, and sponsorship of meetings, hearings, and other such events as may be reasonably requested, including, without limitation, any necessary advertising and coordination of meetings; (5) working with, and seeking the cooperation of, private-property owners; (6) working with third-party consultants or other parties providing the Services or other services pursuant to this Agreement; and (7) promptly reviewing and commenting on any Project-related deliverables, as may be reasonably necessary. Notwithstanding anything to the contrary in the foregoing sentence, those records which are voluminous may be made available to the Consultant Team in the Municipality's offices during normal business hours.

The Point Person for the Municipality shall be Walter Ramsey, Town Planner. The Municipality may change its Point Person by giving MassDevelopment prior notice thereof; such notice shall be in writing and shall be deemed given when delivered by hand or when received via overnight delivery by a recognized overnight delivery service with confirmation of delivery and shall be addressed to MassDevelopment pursuant to Section 13 below.

(d) The Municipality shall participate in Project-related education or training programs, which may be in on-line or webinar format ("Webinars"), at MassDevelopment's reasonable request. The Municipality shall make reasonable efforts to comply with the practices and methods described in the Webinars.

(e) Reporting. For five (5) years from the Effective Date, or upon satisfaction of the repayment obligation set forth in Section 6 below, whichever is earlier, the Municipality shall provide bi-annual update reports to MassDevelopment that include Site goals, updates, timelines, and Net Proceeds. The purpose of the update reports is to advise MassDevelopment of the status of the Site and the anticipated timeline for reimbursement of MassDevelopment Funds, as applicable. The bi-annual reports are due on or before June 1 and December 31 of each calendar

year. Thereafter, the Municipality shall provide annual reports on December 31 of each year until the date MassDevelopment has been fully reimbursed or until the date the repayment obligation set forth above has been satisfied or expires.

(f) The Municipality shall be obligated to repay MassDevelopment for the aggregate amount of MassDevelopment Funds expended for the Project pursuant to Section 6 below.

4. Third-Party Contracts. In carrying out the performance of the Services, MassDevelopment may contract or subcontract with third parties, including the Consultant Team, in MassDevelopment's sole discretion and without the need to obtain prior approval from the Municipality, but consistent with any applicable procurement laws, rules, or regulations, for goods and services, planning, design services, and other consulting services for all activities that MassDevelopment deems necessary or desirable in the course of performing the Services. Unless otherwise agreed by the Municipality, the Municipality shall not have any liability under such contracts between MassDevelopment and third Parties.

5. Contribution of Costs.

(a) Both Parties shall contribute to the cost of the Services, as provided below.

(b) MassDevelopment shall contribute to the cost of the Services an amount not to exceed the MassDevelopment Funds, as defined above. In no event shall MassDevelopment be expected to contribute more than the MassDevelopment Funds. The participation in this Agreement by MassDevelopment does not include or imply any obligation for further action or additional contribution with respect to the Site, the Services, the Project, the Municipality or otherwise.

(c) The Municipality shall contribute an in-kind donation of staff time, as well as the hosting of stakeholder meetings, all related directly to the Site and/or Project. The Municipality shall pay to MassDevelopment One Hundred Eight Thousand Dollars (\$108,000.00) (the "Municipality Funds"), which will be paid in two installments. The first payment shall be Fifty Eight Thousand Dollars (\$58,000) and shall be paid to MassDevelopment within thirty (30) days of the Effective Date. The second payment shall be Fifty Thousand Dollars (\$50,000) and shall be paid to MassDevelopment within thirty (30) days of the Municipality receiving the funds from the Massachusetts Executive Office of Housing and Economic Development. The Municipality Funds shall be used by MassDevelopment to pay for a portion of the Services. If, upon completion of the Project, MassDevelopment has not spent the Municipality Funds on the Services, the remaining Municipality Funds shall be retained by MassDevelopment to be used for any purpose whatsoever, but shall be credited against any existing repayment obligation described in Section 6 below, and said credit shall be deemed a repayment in the amount of the remaining Municipality Funds made as of the date of the Project's completion.

(d) The MassDevelopment Funds shall be held by MassDevelopment and used to pay the Consultant Team for performance of the Services.

(e) Any and all MassDevelopment Funds remaining after the expiration of the Term (defined below) or termination of this Agreement shall be the sole property of MassDevelopment

and shall in no event be deemed owed to the Municipality.

6. Repayment of MassDevelopment Funds

(a) *Repayment Obligation.* If the Site, or any portion thereof, is sold, conveyed, gifted, demised, ground leased, leased, otherwise transferred, or refinanced, and as a result, the Municipality receives funds that exceed the aggregate amount necessary for repayment of existing monetary liens, mortgage loans, and other debt on the Project and all of the costs incurred by them in the acquisition, development, ownership, sale, conveyance, gift, demise, ground lease, or other transfer, or refinancing of the Site, or any portion of the Site (the “Net Proceeds”), then the Municipality shall reimburse MassDevelopment the full amount of the Net Proceeds up to the amount of the MassDevelopment Funds disbursed, plus an additional 10% of that amount for MassDevelopment staff time (the “Repayment Amount”), subject to the discount schedule described in subsection (b) below.

(b) *Discount Schedule.* The repayment obligation described in subsection (a) above shall be reduced if the Municipality causes the repayment in accordance with one of the below requirements:

(i) If the Municipality repays to MassDevelopment 25% of the Repayment Amount within one (1) year of the Effective Date, the remainder of the Repayment Amount shall be forgiven and the repayment obligation shall be deemed satisfied.

(ii) If the Municipality repays to MassDevelopment 50% of the Repayment Amount within three (3) years of the Effective Date, the remainder of the Repayment Amount shall be forgiven and the repayment obligation shall be deemed fully satisfied.

(c) *Transaction Notice.* Not less than (30) business days before the Municipality’s sale, conveyance, gift, demise, ground lease, lease, or other transfer, or refinancing of the Site, or any portion thereof, the Municipality shall notify MassDevelopment in writing of the terms of the potential transaction, including, without limitation, the sale price or rental amount of the term of the lease, any transaction costs incurred since the Municipality’s most recent update report, as provided below, the amount of Net Proceeds estimated to be paid to MassDevelopment resulting from such transaction, and if applicable the schedule of payments for the Net Proceeds due to MassDevelopment pursuant to a lease.

(d) *Payment Timing.* At the closing of any sale, conveyance, gift, demise, ground lease, lease, other transfer, or refinancing of the Site, or any portion thereof, through which the Municipality receives Net Proceeds, the Municipality shall reimburse MassDevelopment the Repayment Amount via direct and prompt payment to MassDevelopment in the manner then-prescribed by MassDevelopment in writing. In the event the Municipality leases the Site, or any portion thereof, under which lease periodic payments are due to the Municipality over the term of the lease, the Municipality shall pay one-half of the rent received from each rent payment, via direct payment to MassDevelopment, in the manner then-prescribed by MassDevelopment in writing, within five (5) business days from the date the Municipality receives such rent payments, until the repayment obligation described in subsection (a) above has been fully satisfied.

(e) *Survival.* This Section 6 shall expire 30 years from the Effective Date, **but shall survive any earlier termination or expiration of this Agreement.**

7. Term; Delivery Date for Services. This Agreement shall commence upon the Effective Date and shall expire upon the earlier of completion of the Services or on June 30, 2022, except for those provisions which explicitly or by their nature shall survive termination of the other provisions herein (the “Term”).

8. Ownership and Use of Materials. All materials produced by MassDevelopment or the Consultant Team, including, without limitation, disks, plans, specifications, reports, manuals, pamphlets and articles, shall be the property of MassDevelopment, and shall appropriately designate MassDevelopment as the owner. MassDevelopment shall make these materials available to the Municipality for purposes related to the Project, as reasonably determined by MassDevelopment.

9. Compliance with Laws. In connection with this Agreement, each of the Municipality and MassDevelopment shall, and shall require all of their employees, contractors, and agents to, comply with all federal, state, and local laws, regulations, rules, ordinances and orders of any kind which are applicable to any performance under this Agreement.

10. MassDevelopment Liability. In no event shall MassDevelopment be held liable with respect to: (i) any contract entered into with a third party by the Municipality, whether relating to the subject matter of this Agreement or otherwise; (ii) any recommendations, proposals, suggestions, comments, or actions taken or omitted in connection with this Agreement; or (iii) any work performed by any contractor or consultant as part of the Services provided under this Agreement.

11. Assignability. The Parties hereto shall not assign any rights or interests arising under this Agreement or make any person a third-party beneficiary of this Agreement, without obtaining, on each occasion, the prior written consent of the other Party, which consent may be withheld for any reason or for no reason, in such Party’s sole and absolute discretion.

12. Nature of Relationship. The parties acknowledge that MassDevelopment, as an independent contractor with the Municipality, is providing assistance solely for public purposes as set forth herein, and nothing herein shall create an agency relationship, partnership, joint venture, or other ownership relationship between MassDevelopment, any third-party contractor, or the Municipality. MassDevelopment’s participation in this Agreement in no way obligates any further action or financial assistance by MassDevelopment. Furthermore, the Parties understand and agree that the ultimate feasibility of the Project, or any other project arising out of this Agreement, or any other agreement, is not being guaranteed or assured by MassDevelopment.

13. Notices. All notices shall be in writing and shall be deemed given when delivered by hand or when deposited in the United States Postal Service via certified or registered first class mail, return receipt requested, or via overnight delivery with confirmation of process and shall be addressed as follows:

To MassDevelopment: Massachusetts Development Finance Agency
99 High Street, 11th Floor
Boston, Massachusetts 02110
ATTN: Executive Vice President—Real Estate

With a copy to: Massachusetts Development Finance Agency
99 High Street, 11th Floor
Boston, MA 02110
ATTN: General Counsel

To the Municipality: Town of Montague
One Avenue A
Turners Falls, MA 01376
ATTN: Town Administrator

Any Party may change any of its notification information for the purpose of this Section 13 by giving the other Party prior written notice thereof in accordance herewith.

14. Default and Termination. This Agreement may be terminated:

- (a) At any time, upon the mutual written agreement of the Parties.
- (b) At the option of either Party, for any reason or no reason, upon no less than sixty (60) days' written notice to the other Party.
- (c) By either Party, upon Default (defined below) of the other Party.
- (d) Definitions.
 - (i) "Default" means the failure to cure an Event of Default (defined below) after being given a Notice of Default (defined below) and the expiration of the Cure Period (defined below).
 - (ii) "Event of Default" means a Party's failure to perform or observe any of its obligations under this Agreement, including but not limited to failing to provide the other Party with material information required to perform the Services.
 - (iii) "Notice of Default" means notice given from one Party to the other, setting forth in reasonable detail the Event of Default and identifying the applicable provisions of this Agreement. Upon being given such notice, the Party who sent the notice shall have no further obligation to the receiving Party, until and unless the Event of Default is cured, except for those obligations set forth in Section 6, above.

- (iv) “Cure Period” means thirty (30) days after a Notice of Default is given, or the additional time, if any, that is reasonably necessary to promptly and diligently cure such Event of Default.

15. Exculpation. There shall be absolutely no personal liability on the part of MassDevelopment, its employees, directors, agents, contractors, subcontractors, invitees or guests, or on the part of the Municipality or any of its employees, agents, contractors, subcontractors, invitees or guests for monetary damages with respect to terms, covenants, and conditions of this Agreement. This exculpation of personal liability is to be absolute and without exception.

16. Publicity. Each of the Parties agree not to make, issue, or cause to be made, press releases or other publicity concerning this Agreement or the Project without the prior consent of the other Party. MassDevelopment may withhold such consent in its sole and absolute discretion.

17. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any actions arising out of this Agreement shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts, which shall have exclusive jurisdiction thereof.

18. Entire Agreement. This Agreement supersedes all earlier letters, conversations, purchase orders, proposals, memoranda and other written and oral communications, and it contains all the terms agreed on by the Parties, with respect to the subject matter hereof, and no changes in, additions to, or subtractions from, this Agreement will be binding on the Parties unless in writing and signed by MassDevelopment and the Municipality.

19. Limitation of Rights. Nothing contained herein shall be construed to confer upon any person other than the Parties hereto any rights, remedies, privileges, benefits or causes of action to any extent whatsoever.

20. Authority to Enter Agreement. Each signatory to this Agreement represents and warrants to the other that it has full power, and has taken all necessary action, to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms.

21. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected thereby.

22. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

23. Dispute Resolution. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between the Municipality's Town Administrator and the Executive Vice President-Real Estate for MassDevelopment, who shall use their respective best efforts to resolve such dispute. In the event that the Parties cannot resolve a dispute by such informal negotiations, the Parties agree to submit the dispute to mediation. Within forty five (45) days following the date on which the dispute was first identified, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The mediation shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The Parties shall be responsible for equal shares of the costs associated with locating and obtaining the services of a mediator (the "Mediation Costs"). The period for mediation shall commence upon the appointment of the mediator and shall not exceed thirty (30) days, unless such time period is modified by mutual agreement. In the event that (i) the actual Mediation Costs exceed \$ 5,000, or (ii) the period for mediation exceeds the thirty (30) day period specified above, then either Party shall have the option to withdraw from all mediation proceedings without penalty, and the Parties may seek redress in whatever forum may be available to them under applicable law. Notwithstanding the foregoing, in the event that the nature of the Parties' dispute is such that one or both Parties are likely to suffer irreparable harm, such Party or Parties may seek immediate judicial relief without resorting to the mediation process described above.

*[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.
THE NEXT PAGE IS THE SIGNATURE PAGE.]*

This Memorandum of Agreement is hereby EXECUTED by the Parties hereto.

Approved as to form:

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

Agency Counsel

By: _____
Name:
Title:

[Signature page of Memorandum of Agreement between Massachusetts Development Finance Agency and Town of Montague]

This Memorandum of Agreement is hereby EXECUTED by the Parties hereto.

TOWN OF MONTAGUE

By: _____
Name: Richard Kuklewicz
Title: Chair of Selectboard

[Signature page of Memorandum of Agreement between Massachusetts Development Finance Agency and Town of Montague]

EXHIBIT A
SCOPE OF SERVICES



DIETZ & COMPANY ARCHITECTS

55 Frank B Murray Street
Suite 201
Springfield, MA 01103

Phone
(413) 733-6798

www.dietzarch.com

**PROPOSAL FOR SERVICES AND FEES
MASTER PLAN STUDY**

**MassDevelopment
Canal District Master Plan Study
Turners Falls (Montague), MA**

February 18, 2022 Revised

Submitted by

Dietz & Company Architects, Inc.

Project No. 21907A

1.0 PROJECT TEAM

1.1 Design Team: The following list represents the members of the Design Team included for the Scope of Services for this Proposal. Each consultant shall be coordinated by the Architect, who shall incorporate the results of the consultants' efforts into the services for this project.

Architect

Dietz & Company Architects, Inc.
55 Frank B. Murray Street, Suite 201
Springfield, MA 01103

Kerry L. Dietz, Managing Principal
Lee Morrissette, Principal/Project Manager

Master Planner and Landscape Architect

PLACE Alliance
37 S. Pleasant Street, Suite 3-NE
Amherst, MA 01002

Josiah Simpson, Project Designer

Civil and Environmental Engineer

SLR International Corporation
(fka Milone & MacBroom, Inc.)
1350 Main Street, Suite 1012
Springfield, MA 01103

Mark Arigoni, PLA

Economic and Market Analyst

Camoin Associates
PO Box 3547
Saratoga Springs, NY 12866

Rachel Selsky, Vice President

1.2 Client's Team: The Client is MassDevelopment, who will provide representation with a project manager and other members of the Client's team as needed. The Client's project manager and any other Client's representatives, as chosen by the Client, will function as the decision-making group

throughout the process – referred to herein as the Client’s Team. It is anticipated that key information and commentary will be provided by the Montague Town Planner throughout the Study.

2.0 SCOPE OF SERVICES

2.1 Project Area: The focus of the Master Plan Study is the Canal District in Turners Falls (Montague), MA, a collection of the following parcels:

- 8 Canal Street
- 20 Canal Street
- 36 Canal Street
- 42 Canal Street
- 11 Power Street



2.2 Scope of Services: The purpose of the Master Plan Study is to survey, evaluate, and recommend short-term, mid-range and long-term courses of action for the Canal District of Turners Falls, MA. The intent of the proposed services described herein is to provide a living document with a clear, do-able action strategy to address the following goals:

- To engage and energize the Turners Falls community;
- To transform the Canal District in a way that most benefits the Town; and
- To attract public and private investment.

2.3 Determination of Scope of Services: This proposal is based on the discussions held with Claire O’Neill and Ben Murphy of MassDevelopment, as well as Walter Ramsey, Montague Town Planner and Conservation Agent.

2.4 Funding: MassDevelopment and the Town of Montague have been granted funding through a Technical Assistance Grant and an Urban Agenda grant.

2.5 Construction Budget: None applicable as of the date of this proposal.

3.0 PROPOSED WORK PLAN

3.1 Investigation Phase

- 3.1.1 Kick Off Meeting Upon receipt of the Notice to Proceed, members of the Design Team will meet with the Client's Team to
- Introduce Design Team members
 - Collect data on the project goals
 - Review financial and schedule objectives
 - Develop lines of communication and cooperation
 - Schedule of milestones and meetings
 - Review potential future sources of funding and their impact on the project in terms of scope, regulatory issues, timetables, and other requirements.
 - Discuss current economic development efforts and initiatives in the town that may impact the real estate market analysis.
 - Review of any redevelopment efforts that have occurred for the Site in the past and opportunities or challenges/obstacles that we should be aware of.
 - Identify key stakeholder groups in the community for outreach efforts
- 3.1.2 Review Existing Documentation The Design Team will review the existing documentation prepared by others as provided by the Client's Team, including, but not limited to:
- Base mapping (available and previously completed)
 - Title search reports
 - Utilities and infrastructure (available, existing, and future planned improvements)
 - Demolition documents
 - Street and bridge construction documents
 - Environmental (regulatory requirements and permitting matrix)
- 3.1.3 Site Visit The Design Team will visit the site with the Client Team and other representatives to allow for a contextual understanding of the opportunities and challenges to be addressed in the Study, with the goals of:
- Gaining an understanding of the study area's opportunities and constraints as they relate to pedestrian access, sense of safety, views, special places, landmarks, topography, and resources.
 - Reviewing the existing buildings relative to any proposed demolition or re-use.
- 3.1.4 Review, Research, and Investigation The Civil and Environmental Engineer (Engineer) will review available information, provided by the Client Team, and combine with their own additional research and investigation to create a composite

understanding of the project area's redevelopment constraints and opportunities. This effort will include a field review and a technical memorandum/report that will include both graphic and written descriptions of their findings. This work will be based upon the following categories:

- Utilities and Infrastructure: Research and review available mapping and conduct field site review to document existing conditions. This effort will focus on conditions of existing roadways, bridges, parking, sewer, water, electric, gas, walls, and structures. A general understanding of electrical generation licenses/operator agreements, as well as vehicular and pedestrian traffic circulation, will be reviewed and documented.
- Property and Easements: Available mapping will be compiled and reviewed to assess property boundaries, easements, rights-of-ways, that may impact redevelopment potential. Recommendation will be made for future survey work, if required.
- Environmental: Site regulatory constraints will be reviewed by a Professional Engineer and will include local Federal Emergency Management Agency (FEMA), Massachusetts Department of Environmental Protection (MassDEP), U.S. Army Corps of Engineers (ACOE) regulatory delineations, as required. Available existing Soil, Hazardous Materials, Remediation plans will be reviewed by a Licensed Site Professional (LSP). One field visit will be conducted to review and assess field conditions. No additional sampling or borings will be conducted.

3.1.5	Existing Building Assessments	The Architect will document their findings on their research and field observations of the existing buildings on site, relative to their potential re-use. In particular, the Architect will review the existing documentation on the Strathmore Mill relative to the proposed partial demolition to determine if the proposed remaining portion of the mill can be repurposed effectively or if removing the entire building is more desirable.
3.1.6	Existing Conditions Diagrams	The Design Team will create a series of diagrams that graphically represent the study area's opportunities and constraints supported by written descriptions. The purpose is to inform the following design work and potentially integrate with the final Master Plan package. These diagrams will coordinate the investigative efforts of the Architect, Engineer, and Planner.
3.1.7	Demographic and Economic Profile	The Economic and Market Analyst (Analyst) will work with the Client Team to identify a primary and a secondary market geography from which to gather information. Their approach to defining the local and regional markets will be based on their understanding of two things: (1) the role of the Town in the regional economy, and (2) the current market activity in the Town. These two factors will determine the radius from which people

will be drawn to the Town and redeveloped Site. They will work with the Owner's Team to determine how best to define the boundaries, but it will likely entail using drive times for the retail market and county boundary for the employment/office market research. The Analyst will conduct research and provide the Client Team with a memo outlining their recommendations for the primary and secondary markets before proceeding with data collection.

After determining the primary and secondary market geographies, they will analyze socioeconomic trends within them to determine potential impacts on the local economy. The analysis will evaluate changes in population, household type, age distribution, educational attainment, and household income. Additionally, an economic profile will be completed to track job growth/decline, key industries and sub industries, and other economic details that will drive real estate market trends. The analysis will consider recent trends (2011-2021) as well as five-year projections to 2026. This baseline information will be used to "set the stage" for additional analysis, as well as draw preliminary conclusions about existing and potential demand within the Town of Montague.

3.1.8 Business and Community Surveys

The Analyst, in consultation and with contributions from the rest of the Design Team, will develop two separate surveys, one for businesses in the Town and one for residents. The business survey will help to identify any specific needs or challenges that the business community is facing that may impact the ability for the Site to be redeveloped. Additionally, the business survey will take into consideration any ideas that business owners have for the Site. The results of the community survey will inform the housing needs assessment, identify community and other potential reuses for the Site, and help gauge the feasibility of various types of reuse options.

3.1.9 Real Estate Analysis

The Analyst will provide a Real Estate Analysis, broken down as follows:

- **Market Intelligence Interviews:** The Analyst's approach to real estate market analysis is to combine detailed data analysis with insights gleaned from conversations with local and regional experts, including realtors and brokers, developers, property managers, economic officials, and others. This input is critical in "ground-truthing" the data and assembling a nuanced understanding of the unique and specific opportunities that may exist in Montague. For these reasons, they propose to conduct 10 one-on-one or group interviews as part of this effort.
- **Housing Market Analysis and Needs Assessment:** A housing real estate market study and needs assessment will not be prepared as part of this effort. Instead, the following study prepared by the UMass Donahue Institute will inform the redevelopment study for the Site through Supply Analysis, Market Trends Analysis, and

Demand Analysis: *Greater Springfield Regional Housing Analysis*, March 4, 2022.

- Commercial & Industrial Market Analysis: Potential commercial and industrial reuses of the Site will be explored in this task, recognizing that the scale of the facility will likely dictate a mix of uses for the future of the property. The Analyst will examine the following types of uses in this task:
 - Retail, Entertainment, and Recreation: This analysis will assess the current supply of retail, entertainment, dining, and recreation businesses in the community and identify any apparent gaps based on local demographics (population, age, income and spending power, market segment, etc.). Industrial buildings, such as the Strathmore Mill facility, are often great candidates for a creative mix of these types of uses such as indoor rock climbing and adventure sports combined with food and beverage options such as micro-breweries or “ax-throwing” bars.
 - Industrial: While macro-economic forces have shifted, “traditional” industrial activity out of small communities like Montague and the residential context of the property makes it ill-suited for most heavy industrial uses, the Analyst will explore the possibilities for industrial reuses of the facility, which may include appropriate light industrial options such as a brewery/distillery or a maker space serving local and regional entrepreneurs and micro-producers.
- Institutional and Community Opportunities: The Site may present opportunities to accommodate community needs that are integrated in a mixed-use redevelopment scenario. These may include indoor sports and fitness facilities, meeting and event space, and other similar facilities. While these types of uses are generally not significant revenue generators, they can help increase the marketability and value of other uses within a mixed-use project and may be appropriate to consider. Institutional uses will also be explored, including examining whether major local and regional medical service providers, educational and other institutional uses will be explored.
- Opportunities and Challenges Summary: The market analysis will conclude with a summary of the identified reuse opportunities for the Site along with identified challenges. These challenges may include political and regulatory constraints, context considerations that will impact certain uses such as visibility, access, foot traffic, etc., negative market trends or characteristics detracting from redevelopment viability, and others.

- 3.1.10 Meeting with Client Team
The Design Team will meet with the Client’s Team to review the findings of the Investigation Phase and to discuss implications for future design issues, budget, and schedule. The Design Team will also review what further investigation may need to take place based on the investigations to date. This meeting will also be to discuss and plan the first of three public engagement events.
- 3.1.11 Public Engagement 1 – Taking the Pulse
Working with the key stakeholder groups in the community for outreach efforts identified by the Client Team, the Design Team will convene the first of three public sessions with the stakeholders (either in-person or online - public health and safety depending), which will involve presentations, short discussions, and question and answer sessions. These will both inform the Master Plan work and keep the public abreast of the project’s progress and findings. The primary purpose of this first input session is to review the results of the research being done by the Design Team and to confirm our understanding of the needs of the area and the aspirations of the stakeholder group for the district.
- 3.1.12 Investigation Phase Deliverables
The following deliverables will be produced during this phase:
- A technical memorandum on utilities and infrastructure, property and easements, and environmental issues.
 - Mapped overlays to depict boundaries, easements, and other constraints.
 - Diagram(s) that graphically represent the study area’s opportunities and constraints supported by written descriptions.
 - A memo outlining the Analyst’s recommendations for the primary and secondary markets to be studied.
 - Opportunities and challenges summary of the market study.

3.2 Visioning Phase

- 3.2.1 Preliminary Options
The Design Team will prepare general sketches and diagrams of options for the Canal District’s proposed major exterior features and their organization (for example new and existing structures, parking, vehicle circulation, pedestrian circulation, emergency access, outdoor performance or amphitheater, outdoor art and creative area(s), river access, recreational business location, overlooks, information and education kiosks, temporary staging/laydown areas to facilitate redevelopment, temporary landscapes, flood zone uses, ecological restoration areas, adaptive reuse of existing industrial features for landmarks, urban exploration, historic preservation, etc.).
- 3.2.2 Meeting with Client Team
The Design Team will meet with the Client Team to review concepts and options and receive feedback. The purpose of this meeting will be to narrow down potential options and to ensure that the proposed designs are in alignment with the Client Team’s goals for the Master Plan.

- 3.2.3 Revisions to Options and Presentation Preparation Based on the feedback from the meeting with the Client Team, the Design Team will revise the design documents and will prepare additional graphic material in order to create a cohesive presentation for the Public Engagement 2.
- 3.2.4 Public Engagement 2 – Present Options Building on the Public Engagement 1 session, the Design Team will present the proposed design options and facilitate a discussion of what options (or features of certain options) they prefer or what additional options might be pursued.
- 3.2.5 Meeting with Client Team Based on the feedback from the Public Engagement 2 session, the Design Team will meet with the Client Team to further refine the options presented. The Design Team will utilize the preferred option or combine aspects from each option to create a refined and more defined draft master plan. The draft plan will be hand-drawn (markers and pens) at a legible scale. (As an Optional Service, as described in 5.1 below, the illustrative plans could be presented in a 3-d massing model.)
- 3.2.6 Refine/Define Options Based on the feedback from the Public Engagement 2 session, as well as the Client Team feedback, the Design Team will further refine and define the options for the Canal District and prepare supporting graphics.
- 3.2.7 Feasibility and Constructability Review The Engineer will provide a feasibility and constructability review of the proposed conceptual site redevelopment plans prepared by the Design Team during this project. Their efforts will focus on utility service and stormwater improvement concepts that incorporate Best Management Practices (BMPs) for peak-flow attenuation and stormwater quality enhancements pursuant to the requirements in the Massachusetts Department of Environmental Protection (DEP) *Stormwater Management Guidelines*. They will also assist in the plan revisions that are based upon a review of the redevelopment plans.
- 3.2.8 Order of Magnitude Cost Opinion Upon completion of the refined redevelopment plan, the Engineer will assist the team in developing an order-of-magnitude cost opinion and phasing plan for the Analyst to include in their Financial Feasibility Overview.
- 3.2.9 Redevelopment Scenarios Based on the previously completed research, the Analyst will craft up to two (2) draft redevelopment concept scenarios. Program concept diagrams will be developed as a starting point to discuss the mix of potential uses for each concept and relative proportion of their use of the existing land and space. These diagrams will be used to refine the two concepts. Each of the two “refined” scenarios will include a narrative description, and estimated development program.

Note: The Analyst will work closely with the other Design Team members to refine the development scenarios to ensure they are feasible on the site and align with community vision.

- | | | |
|--------|--------------------------------|--|
| 3.2.10 | Financial Feasibility Overview | A financial feasibility overview will be prepared by the Analyst for each concept to provide a general indication as to the viability of the project from a private developer perspective. The analysis will include construction cost input will be provided by the Town and the financial analysis will look at pre-tax cash flow from the development scenario. |
| 3.2.11 | Meeting with Client Team | The Analyst will present the findings of this task to the Client Team via video conference call to discuss adjustments and identification of the preferred option. |
| 3.2.12 | Revisions | Based on the feedback from the Analyst's work, the Design Team will meet with the Client Team to further refine the option presented. |
| 3.2.13 | Draft Master Plan Report | The results of the real estate market analysis and redevelopment scenario assessment will be integrated into a concise and easily-readable executive summary report. The report will integrate the findings of each study component to provide a single summary analysis of the proposed development as a whole, identifying key findings related to specific elements of the development as well as key steps to move towards implementation. |
| 3.2.14 | Client Team Review | The Design Team will review the Draft Master Plan Report with the Client to discuss final adjustments. |
| 3.2.15 | Final Master Plan Report | The Design Team will prepare a Final Master Plan Report. |
| 3.2.16 | Visioning Phase Deliverables | Electronic files of the Final Report in PDF format will be submitted to the Client. |

3.3 Other Services

- 3.3.1 **3-Dimensional Modeling:** An evocative 3D model will be included to provide illustrative renderings in the Master Plan report. High quality 3D renderings can help a public audience understand a proposed plan better. Additionally, when the Master Plan "vision" is presented to potential developers or used for grant funding efforts, 3D models can provide stunning graphics to clinch financial support. The evocative 3-dimensional model will be prepared using a digital 3D architectural modeling program. Existing conditions are extruded into 3-dimensional form using available surveys and GIS data. Proposed Master Plan features are modeled to scale with a high attention to materials and digitally rendered to create near realistic-looking views. Multiple views will be provided to show the proposed Master Plan.

3.3.2 **Implementation Document:** The Analyst will provide an implementation and brief marketing plan for the Site based upon the identified preferred scenario(s). The plan will address how to best position the property for successful redevelopment, which may include

- Undertaking additional studies, including environmental or structural assessments;
- Aligning land use regulations with the vision for the property and surrounding neighborhoods;
- Preparing detailed cost estimates and financial feasibility studies;
- Commissioning architectural assessments to verify physical feasibility of the scenario(s); and
- Investing in necessary infrastructure to benefit the property.

The plan will also include recommendations on marketing, recruitment, and disposition of the property, such as through a developer request for proposals (RFP) process or direct marketing based on targeted uses. An implementation schedule could also be prepared based on the recommended pre-development and marketing recommendations.

3.3.3 **Printing Allowance:** An allowance of \$1,000 is included in the base fee for document printing and reproduction for project communication and public information as approved in advance by the Client.

4.0 FEES FOR SERVICES

4.1 The fees shown below are based on the services described in detail in the Scope of Services above, as well as the clarifications and exclusions noted below. These fees include the services of all of the consultants listed in the Design Team above, except noted otherwise.

Phase	Fee
Investigation Phase	\$ 62,940
Visioning Phase	68,000
Other Services	12,060
Total Fee	\$ 143,000

4.2 Fees shall be billed monthly, based on a percentage of the work of the phase which has been completed. Backup on reimbursable expenses shall be provided, which shall be copies of the actual invoices from our vendors. Payment shall be received within 30 days of date of invoice. Services and expenses outside of the scope of work described above will be billed as additional services.

5.0 OPTIONAL SERVICES

5.1 **Marketing Content Document:** A one-page concept profiles could be prepared by the Analyst for a "preferred concept" based on the outcome of the feasibility analysis. The profiles will be highly visual and include an overview of the development vision, including uses, program, and design. The profiles will be designed to also be used as brochures or sell-sheets to help solicit investor/developer interest upon completion of the reuse plan.

Proposed fees for Optional Services:

Service	Fee
Marketing Content Document	\$ 4,430

6.0 TIME FRAME

6.1 Dietz & Company Architects and its consultants will proceed with services upon receipt of written Notice to Proceed from the Client for this Proposal. The timeframe is as described on the attached Project Plan.

7.0 REIMBURSABLE EXPENSES

7.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- Renderings (beyond those described herein) and models
- Printing, Reproductions, or Mounted illustration boards in excess of the Printing Allowance stated above.

The Client shall provide a tax exempt certificate to avoid paying sales tax on these items.

8.0 CLARIFICATIONS AND EXCLUSIONS

The following are clarifications and exclusions to the Fee Proposal:

- 8.1 Travel to and from the project site and long-distance telephone costs are included in the base fee for services.
- 8.2 This proposal does not include space planning and programming services (i.e. data collection, adjacencies, flow diagrams, area requirements, etc.), but can be provided as a future proposal.
- 8.3 This Proposal does not include preparation of the 950 CMR Project Notification Form or coordination with agencies for regulatory review by the Massachusetts Historical Commission and others.
- 8.4 Environmental services and coordination relative to aboveground or underground hazardous materials is not included in the base fee. Environmental conditions testing, hazardous materials testing, air monitoring etc., including but not limited to, testing, detection, and specification of abatement of all such hazards, will be provided as reimbursable expense.
- 8.5 Preparation of a topographic or utility survey is not included in this proposal.
- 8.6 Structural review or analysis or evaluation of existing building structures is not included in this proposal.
- 8.7 Geotechnical engineering or site soil evaluation and testing is not included.

9.0 ADDITIONAL SERVICES

Proposal for Services & Fees

Canal District Master Plan Study

V:\21907A - Turners Falls Master Plan Study\00-Administration\Proposal\Canal District Proposal 2022-02-18.docx

Page 11 of 12

- 9.1 Should additional services be required, we will prepare a proposal for the Client's approval for these services based on our hourly rates plus 10% markup on the work of consultants. Professional Service Rates shall be based upon the Architect's and Consultant's standard hourly rates in effect at the time services are rendered.



**DETAILED BREAKDOWN
 PROPOSAL FOR FEES AND SERVICES
 CANAL DISTRICT MASTER PLAN STUDY**

18-Feb-22

Project #21907A

SCOPE ITEM	By Task	By Phase
3.1 INVESTIGATION PHASE		62,940
Project Management	7,615	
3.1.1 Kick Off Meeting	-	
3.1.2 Review Existing Documentation	2,200	
3.1.3 Site Visit	3,500	
3.1.4 Review, Research, and Investigation	12,650	
3.1.5 Existing Building Assessments	1,785	
3.1.6 Existing Conditions Diagrams	1,100	
3.1.7 Demographic and Economic Profile	2,495	
3.1.8 Business and Community Surveys	5,885	
3.1.9 Real Estate Analysis	-	
Market Intelligence Interviews	3,850	
Housing Market Analysis and Needs Assessment	3,650	
Commercial and Industrial Market Analysis	4,730	
Institutional and Community Opportunities	4,180	
Opportunities and Challenges Summary	3,520	
3.1.10 Meeting with Client Team	550	
3.1.11 Public Engagement 1 – Taking the Pulse	3,130	
3.1.12 Investigation Phase Deliverables	2,100	
3.2 VISIONING PHASE		68,000
Project Management	7,465	
3.2.1 Preliminary Options	10,800	
3.2.2 Meeting with Client Team	1,600	
3.2.3 Revisions to Options and Presentation Preparation	6,300	
3.2.4 Public Engagement 2 – Present Options	3,130	
3.2.5 Meeting with Client Team	1,600	
3.2.6 Refine/Define Options	5,020	
3.2.7 Feasibility and Constructability Review	2,200	
3.2.8 Order of Magnitude Cost Opinion	2,750	
3.2.9 Redevelopment Scenarios	4,565	
3.2.10 Financial Feasibility Overview	3,245	
3.2.11 Meeting with Client Team	1,600	
3.2.12 Revisions	2,100	

SCOPE ITEM		By Task	By Phase
3.2.13	Draft Master Plan Report	11,475	
3.2.14	Client Team Review	-	
3.2.15	Final Master Plan Report	3,650	
3.2.16	Visioning Phase Deliverables	500	
3.3 OTHER SERVICES			12,060
3.3.1	3D Modeling and Renderings	5,500	
3.3.2	Implementation Document	5,560	
3.3.3	Printing Allowance	1,000	
TOTALS		143,000	143,000

Battlefield Grant Narrative

1676 Battle of Great Falls (Wissatinnewag-Peskeompskut)

Site Identification and Evaluation Phase III+ Education

ABSTRACT

Applicants must succinctly summarize the proposed project purpose, goals, activities, partners, and potential outcomes/impact (limited to 4,000 characters). Funded applications' abstracts will be made available to the public on USASpending.gov, so do use plain language that can be understood by the public without access to the full project proposal, and

The Town of Montague, MA in partnership with the Historic Commissions from 5 adjacent municipalities and X federally recognized tribal historic preservation offices, will conduct archeological fieldwork on the Battle of Great Falls / Wissatinnewag-Peskeompskut (King Phillip's War). The Battle took place on May 19, 1676 and is considered to be amongst the most significant battle of King Philip's War. The work will focus on completing a battlefield survey of the remaining 3.5 square miles of the 6.5 square mile battlefield identified in earlier phases. While initial fieldwork has proven highly successful the battlefield has proved to be very complex and could not be completed in two phases of fieldwork. Current fieldwork has identified additional combat actions as well as ancillary sites (Native villages) that provided men for the battle that require further investigation in order to tell the whole story.

1. Project Summary: Identify the historic battlefield(s) or associated site(s) that will be the focus of the proposed project. Discuss how the armed conflict associated with the site shaped the course of American history, or how the proposed project will help identify the historical significance of a lesser-known conflict. Summaries may refer to published scholarship, oral histories, nominations to state or national historic registers, or other sources.

The Battle of Great Falls/Peskeompskut took place on May 19, 1676 and was perhaps the most significant battle of King Philip's War (1675-1676). By the spring of 1676 Native people from a coalition of dozens of tribes fighting the English from throughout southern gathered at the Great Falls to seek refuge and respite from constant English attacks and to gather fish and plant corn for the coming year. The Connecticut River valley was a hotly contested landscape that spring - whoever held the middle valley would control the richest agricultural lands in New England. The battle took place in two phases; the initial English attack on the Peskeompskut village and the subsequent 6.5-mile English fighting retreat to the Deerfield River Ford.

The second phase of the battle (English retreat) is best characterized as a near continuous fighting retreat punctuated by episodes of intense fighting at locations where Coalition forces were able to get ahead of the English column and set ambushes. There were also areas where there is little or no evidence of fighting when the mounted English reached level terrain and were able to outdistance Coalition forces for a short time. The Phase II survey also resulted in several new perspectives on the battle including the tactics and weapons used by English and Coalition forces, and the realization that some of the English were eventually able to mount a cohesive defense.

The English were the victors at the attack on the Peskeompskut Village, killing hundreds of Native people and destroying critical food and military supplies. In the second phase of the battle Coalition forces from five nearby villages mounted a series of well-planned and well-coordinated counterattacks and ambushes against the retreating English which speaks to the experience and leadership within the Native Coalition. The success of Coalition counterattacks is reflected in the English casualty rate of between 45-55 percent (39 killed 29 wounded) of an estimated 120-150 soldiers. At the end of the day, Coalition forces controlled the battlefield and exacted a steep price from the English for their attack on Peskeompskut. Nonetheless the battle was the beginning of a process that resulted in the dissolution of the Native Coalition and ultimately the piecemeal defeat of all the tribes in the Coalition. In the weeks and months following the battle, dozens of Native communities abandoned the middle Connecticut River Valley to seek refuge in Mahican territory west of the Hudson River and among the Abenaki to the north, or they returned to their homelands in central and eastern Massachusetts and Narragansett country.

2. Preservation Opportunity: Summarize the scope and goals of the project and explain what makes the project site(s) important to document, interpret, or protect. Identify how the site(s) are important at a local, national, or regional level, and why the project itself is necessary. Describe if the project is associated with a site of conflict in a location (e.g. state or region) that typically has been neglected or underrepresented in battlefield preservation activities. Justify how this project will contribute to preservation needs that might not otherwise be addressed and describe how the project fits into a larger strategy for stewardship of the site(s). If relevant, include details of how the project will take a new or unusual approach to identifying, researching evaluating, interpreting, and protecting historic battlefields and associated sites.

The Town of Montague, MA in partnership with the Historic Commissions from 5 adjacent municipalities and four federally recognized tribal historic preservation offices, propose a third phase of fieldwork of the Battle of Great Falls / Wissantinnewag-Peskeompskut (King Phillips War). The work will focus on completing a battlefield survey of the remaining 3.5-miles of the 6.5 square mile battlefield and determining site boundaries. Approximately 3 miles (350 acres) were surveyed under GA-2287-16-006 and GA- 2287-18-007 and over 600 artifacts have been recovered. While fieldwork has proven highly successful the battlefield has proved to be very complex and could not be completed in two phases of fieldwork. Current fieldwork has identified additional combat actions as well as ancillary sites (Native villages) that provided men for the battle that require further investigation in order to tell the whole story.

In 2004 the Town of Montague Board of Selectmen held a reconciliation ceremony with the Narragansett Indian Medicine family to acknowledge the Battle. The Town has also discussed with NPS and other Tribal officials the possible role of the battlefield in promoting preservation tourism in the region. The proposed project will provide local officials and landowners with the information they need to begin to develop a phased plan to target and protect key battlefield areas and before development makes the attempt moot

The primary identifiable threat to the battlefield project area is the accumulated impacts of the many small actions of scores of landowners who currently do not have reliably empirical information concerning the presence of the battlefield and related artifacts on their properties. The first phase identified the core area of fighting to be largely contained within the residential area of Riverside and within inundated areas upstream from the dam at the falls. Associated battlefield sites are both within other residential areas and on relatively unaltered land with development potential. Without

good spatial information and archeological research about the location and integrity of the battlefield and its associated sites and material record, the inadvertent and chronic attrition to these resources will continue. Information compiled by this project will lessen this attrition as it will be used by local officials to inform landowners about the presence of the battlefield and through education and public outreach to build local landowner consensus for protecting it. Further, because the battle occurred on at least 3 municipalities, the level of protection among the towns may vary greatly. This process allows all the towns the opportunity to coordinate in the protection.

Colonial accounts indicate that the streams, wetlands, hills, rivers and falls determined battle tactics and outcomes and that these features also determined the routes of the English approach and retreat, the locations of associated sites, as well as the core fighting area. Artifactual evidence of the battle, the encampments and associated sites will occur in the top foot or two of soils, so protecting these areas from inadvertent and unplanned development is critical to maintaining the sense of place represented by the landforms and the material record of battle itself. In the Peskeomskut Village Core Area and White Ash Swamp, we expect material evidence to occur throughout many residential backyards and open spaces. It is critical that landowners have good information about the battle so they can actively work with local officials to protect the battlefield resources on their property.

Almost all battlefield land is privately owned. Thus, the key to addressing threats and protecting the battlefield long-term is developing a strong relationship with private landowners and working together to conduct the archaeological testing necessary to identify and document the battlefield. Completing this work will provide the required baseline data for developing a long-range plan to preserve and protect the battlefield. Informal, face-to-face meetings with landowners are critical to building the trust necessary to undertake work on private land. We will continue and expand our intensive contact with landowners, as well as town officials, that began with the 2014 Pre-Inventory Grant. We will also hold regular informational meetings for the general public. These many informal and formal meetings have been key to conveying the significance of the battles, in building a shared sense of responsibility in the survey work and in developing a sense of local stewardship.

However, as demonstrated from the Phase I and Phase II surveys many portions of the Great Falls battlefield still retain a high degree of visual and physical integrity that convey a sense of the historic scene and battlefield landscape. Since the 1676 battle, houses, factories, and roads have impacted sections of the battlefield and the nature of the vegetation has certainly changed (it was likely a more open forest), but the battlefield terrain and geomorphology are relatively unchanged and still provide a sense of the visual setting at the time of the battle. The most significant impacts to the battlefield are those resulting from 350 years of land use after the battle. Post-battle artifacts recovered from the battlefield include hundreds of lead bullets, horse and ox shoes, quarry tools such as feathers and plugs, chain links, and personal items such as coins, buttons and harmonicas. While these activities resulted in thousands of non-battle related objects deposited on the battlefield landscape, and made the identification of battle related objects more challenging, they do not significantly affect the integrity of the battlefield.

3.FY-2022 Focus Areas: If applicable, discuss how the proposed project will focus on underrepresented stories of armed conflicts that shaped American history, or how it will expand knowledge of the causes, events, and legacies of American independence.

In 2014, this ABPP proposal came together in large part as a vehicle for addressing underrepresented stories. A unique coalition of 4 tribes and 5 towns sought to answer the question of how and why this particular battle precipitated a shift in the military strategy and war efforts of

Indigenous and Colonial groups and how those changes contributed to the foundation of this country. In a recent ABPP board meeting, Chaubunagungamaug Nipmuc leader Liz Santana-Kiser described the importance of extending the phase 2b research to study the Council Fires location, which is understood to be a critical "contributing site" to the military approach of the tribal coalition. "That's why we're here, to find out bits of our history that we're looking for." Narragansett Tribal Historic Officer Doug Harris added, "We're looking at how we came together to participate in making decisions about what was going to happen with the war." With the input of tribal partners, this proposal seeks to uncover information of Indigenous strategies long buried by the impact and aftermath of this battle.

4.Objectives and Activities: Describe the activities or work tasks needed to accomplish project objectives and explain how they will lead to an intended outcome. Identify all resulting products, such as a final technical report, surveys, maps, GIS, web-based or other types of public outreach materials. Discuss how this project's proposed methods and activities will follow or advance best practices in their fields, such as meeting the applicable Secretary of the Interior's Standards for Archeology and Historic Preservation, employing state-of-the art documentation methods, developing innovative partnerships, incorporating diverse perspectives, or employing interpretive techniques and strategies to meet the needs of diverse and dynamic audiences.

The objective of this phase of work is to complete fieldwork for the Battle of Great Falls Study, as directed in the latest technical report. An additional task is to plan for several interpretive signs at the Battlefield site, to be installed by the Town of Montague.

The Town will procure the services of a Principal Investigator to conduct the fieldwork. The Town will also procure services of a designer to produce the content for the interpretive signs. Principal Investigator will develop research design with input from the Battlefield Grant Advisory Board. Tribal partners and your SHPO will be consulted (at minimum) during research design and the 80% product draft.

*Task 1: Reconnaissance/walkover with 12-15 landowners
Research Design, disturbance assessment, GIS work*

*Task 2: 2 Public Meetings to present findings
Powerpoints*

*Task 3: Remote Sensing Survey (metal detecting)
Artifact distribution, GIS maps, tribal consultation*

*Task 4: Subsurface Testing (small shovel tests)
Artifact & feature distributions, tribal consultation*

*Task 5: Lab Reports, Data synthesis and final report preparation
20 copies of final report and digital copy.*

*Task 6: Develop text and images for 2-4 interpretive signs to be installed in the Town of Montague
Completed designs in digital format.*

5.Administration and Implementation: Explain how the proposed project objectives and activities identified above will be achieved in two years by providing a tentative task schedule or provide a justification for a longer project timeline if access to the project site(s) or necessary resources will be affected by COVID-19. Describe experience with protection of grant-assisted property from vandalism or other damage and the ability to implement and manage reasonable measures to prevent vandalism or other damage. Identify if any additional staff or contractors will be required to complete

the project and describe the criteria that will be used to hire these individuals or procure these services. Provide a brief position description for each additional staff member or contractor. Identify any property owner permissions and/or Federal, State, local, or tribal permits that will be required to complete the project. Describe how these permissions or permits will be obtained. If the proposed project includes partnering with a Federal Agency and conducting project activities on Federal land, explain how Public Purpose requirements will be met pursuant to 31 U.S.C § 6304. Please be sure that the project does not generate a Direct Benefit for a federal agency. Attach and clearly label all relevant supporting documentation as .pdfs via the Other Attachments Form available through the funding opportunity announcement on www.Grants.gov.

The Town of Montague, as the lead agency of this regional effort, has successfully completed 3 previous grants within the respective grant timelines. The Montague administration, the advisory commission, and the ABPP are all familiar with each other and the expectations of the program.

The Town of Montague has extensive experience handling this type of project and in managing grants or contracts. Over the past thirty years, the Town has been directly or indirectly involved in the application, award and administration of nearly \$40,000,000 in state or federal grants. Montague has been a recipient of Community Development Block Grants nearly every year during this time period. Managing these grants has involved drawdown of funds, maintenance of special accounts, procuring the services of consultants and contractors, paying bills, monitoring performance, involving the public, and the overseeing of audits. During this time Montague has never had any audit findings associated with any of its grant management. The town routinely receives grants from federal agencies such as the EPA, EDA, HUD, and FEMA.

The grant manager will be Walter Ramsey, AICP the Town Planner for the Town of Montague. Walter holds a Bachelors Degree in Geography and Masters Degree in Regional Planning from the University of Massachusetts and he is certified with the American Institute of Certified Planners. Since 2010 he has managed over \$5M in grants from federal and state resources. He is the project manager for the three previous ABPP grants awarded to the Town of Montague. He has twice attended ABPP orientation seminars at ABPP offices in DC.

6. Partnerships and Engagement: Identify all project partners and briefly describe their involvement. Partners may include State or Tribal Historic Preservation Offices, local or descendant community organizations, landowners, or local, state, tribal, or Federal government representatives. Describe the roles of formal project partners, and how other key stakeholders, communities, or audiences will be involved in shaping the project. Explain how the proposed partnerships, support, or public engagement strategies will strengthen the project's objectives and contribute to long term sustainability and site stewardship.

Since 2013, the Battlefield Grant Advisory Board has been the stewards of the Great Falls Study. It is a public body of the Town of Montague and its members are made up of representatives from the Historic Commissions from 4 neighboring towns and 3 tribal historic preservation offices. This board convenes monthly and takes reports from the Principal Investigator and Town Planner (Grant Administrator). The Committee advises the Selectboard regarding the contracting and procurement of the Principal Investigator.

The reconciliation ceremony between the Town of Montague and the Narragansett Indian Tribe, and the NPS ABPP grants GA-2287-14-012 and GA-2287-16-006 have focused a great deal of public attention on the historical significance of the Great Falls Battlefield. Significantly, these efforts have

gained the support and participation of neighboring towns of Gill and Greenfield where much of the battle, and the colonial approach and retreat, took place. At the same time, preliminary discussions between some town officials, the NPS and multiple Tribal officials about promoting cultural tourism and establishing a Great Falls Cultural Landscape Park further increases awareness and support. 5 public information sessions have been attended by over 50 to 100 people. The monthly battlefield Grant Advisory Board Meetings are always well attended by at least 15 people. Local newspapers have covered the process with great interest. This grant application will help to maintain the momentum and public interest in the battlefield project and preservation initiatives.

X Tribal Historic Preservation Offices (list them here) with claim to the battlefield area intend to participate in this phase if the Site Identification and Evaluation Project. The Town anticipates executing a Memorandum of Agreement with each of the tribal historic preservation offices to have tribal expert consultation during remote sensing surveys, subsurface testing, and to provide comments on the written report. Additionally, THPO's are asked to participate in the 3 public meetings for local stakeholders and monthly "Advisory Board Meetings. This practice of active participation from the THPOs has proven widely successful in raising the quality and public profile during the first phase of research.

7. Current or Recent Grant Performance: As applicable, list any previously awarded NPS ABPP grants from the last five years (include grant numbers and project titles). Also provide a brief (2-3 sentence) summary of whether or not the project(s) are/were successful and why.

GA-2287-14-12- Battle of Great Falls/ Wissatinnewag-Peskeomskut Pre-Inventory Research and Documentation Project (completed 2016)

The purpose of the project was to identify the likely locations of the King Philip's War Peskeomskut (Turners Falls) battlefield and associated sites, including the Native American community Peskeomskut-Wissatinnewag through the examination of historical records, archeological collections, Tribal and Yankee oral histories, and the use of military terrain analysis. The project also intended through public awareness to help protect the battlefield by actively engaging local officials, landowners, academics and the interested public. This project set the groundwork for an upcoming Phase II Battlefield Archeology project, and future national register designation for the Battle of Great Falls/Wissatinnewag-Peskeomskut

GA- 2287-16-006- The Battle of Great Falls / Wissantinnewag-Peskeompskut Site Identification and Evaluation Project Phase I (Completed 2018)

Surveyed a discontinuous stretch of approximately 1.25 miles and 170 acres of the 6.5 mile battlefield that took place between the Riverside area of Gill, Massachusetts (site of the Wissantinnewag-Peskeompskut village) and the Deerfield River Ford. The Phase I survey identified seven battlefield loci and recovered 284 musket balls, 66 seventeenth or potentially seventeenth battle related or domestic objects such as amulets, brass and lead scrap buttons, gun parts, horse tack, and miscellaneous equipment.

GA- 2287-18-007 The Battle of Great Falls / Wissantinnewag-Peskeompskut Site Identification and Evaluation Project Phase II (Completed 2021)

Surveyed an additional 1.75 miles and 180 acres of the estimated 6.5 miles of the battlefield (a total of 3.0-miles and 350 acres) and identified five additional battlefield Loci and recovered 264 musket balls and 25 seventeenth or potentially seventeenth century battle related or domestic objects such as beads, brass scrap, and buttons.

Budget narrative

1. Personnel: Provide the title, unit of time, quantity, cost per unit of time and resultant dollar amount for each of the personnel included in the total line item dollar amount. Personnel are part of your organization. Consultants and independent contractors should be listed under Category F. Contractual. (Example: J. Smith, Curator, 40 hours/week for 50 weeks at \$20.00/hr = \$40,000).

<u>Name/Title of Position</u>	<u>Hourly Rate</u>	<u>Federal Share</u>	<u>Matching Share</u>	<u>Total</u>
Walter Ramsey, AICP	\$31.85 x 94hrs	\$0	\$3,000	\$3,000

2. Fringe Benefits: For each position description included above, provide the fringe benefits rate and dollar amount.

None

3. Travel: Provide the unit of measure, quantity, cost per unit and resultant dollar amount for each of the following travel details: airfare, lodging, per diem, ground transportation, housing stipend and/or transportation stipend. Also provide a statement that the proposed travel and per diem costs do not exceed current maximum Federal rates (found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>), or that the proposed travel and per diem costs are in line with the applicant's written travel policy.

None

4. Equipment: Equipment is defined in 2 CFR Part 200.33 as "tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000." List any equipment being purchased with Federal funds, provide quotes or estimates obtained to support the cost amount, and include a written justification as to why this equipment is necessary for the proposed project. Applicants must demonstrate how purchasing permanent equipment is less expensive than renting. If funded, applicants are required to maintain records demonstrating that a competitive bidding process was used to purchase such services or equipment. Recipients who purchase equipment must adhere to applicable regulations and conditions including 2 CFR Part 200.313 and 2 CFR Part 200.439

None

5. Supplies: Provide a description, quantity, cost per unit, and resultant dollar amount for any consumable supplies, raw materials, and expendable equipment (items costing less than \$5,000 and/or having an estimated useful life of less than 1 year). "General office supplies" or "miscellaneous supplies" are not acceptable line items.

None

6. Contractual: Provide the contract/sub-award description, unit of time, quantity, cost per unit of time and resultant dollar amount for each contract/sub-award. Describe how contract services will be obtained. Award recipients will be required to submit documentation showing that a competitive selection process or other appropriate method of procurement allowable

<u>Type of Consultant</u>	<u>Hourly Rate</u>	<u>Federal Share</u>	<u>Matching Share</u>	<u>Total</u>
Tribal Cultural Experts from 3 THPO's	\$85 x 280	\$23,800	\$0	\$23,800
Principal Investigator w/ spec KP War	\$50x 400	\$20,000	\$0	\$20,000
Military Historian w/ spec KP war	\$25 x 540	\$13,500	\$0	\$13,500
Archeologist w/spec KP war	\$25 x880	\$22,000	\$0	\$22,000
Interpretive Sign Designer	\$80 x 50	\$4,000	\$0	\$4,000

TOTAL REQUEST \$83,300

10A



Selectboard
Town of Montague
1 Avenue A
Turners Falls, MA 01376

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

February 28, 2022

Please be advised article submissions for the May 7, 2022 Annual Town Meeting Warrant will close on Thursday, March 17th at 4:00 P.M. All requests must be submitted on the appropriate forms obtained from the Selectboards Office, no further articles will be added to the warrant after this date.

Thank you.

Wendy Bogusz
Executive Assistant

COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL
COMMISSION

10B

95 Fourth Street, Suite 3, Chelsea, MA 02150

2022 Seasonal Population Increase Estimation Form

City / Town:

Date:

Alcoholic Beverages Control Commission
c/o Licensing Department
95 Fourth Street, Suite 3
Chelsea, MA 02150

To Whom It May Concern:

Acting under authority contained in M.G.L. Ch. 138, s17, as amended, our Board at a meeting held on

Date of Meeting

, estimated that the temporary increased resident population

of

City / Town Name

, as of July 10, 2022 will be

Estimated Population

This estimate was made and voted upon by us at a meeting called for the purpose, after due notice to each of the members of the time, place and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief.

The above statements are made under the pains and penalties of perjury.

Very truly yours,
Local Licensing Authorities

This certificate must be signed by a majority of the members of the local licensing authority.

10c



FirstLight

99 Millers Falls Road
Northfield, MA 01360
Ph: (413) 659-4489
FAX: (413) 659-4459
E-mail: nick.hollister@firstlightpower.com
Nicholas Hollister
Senior Operations Manager, North

February 7, 2022

Town Administrator
c/o Mr. Steven Ellis
Town of Montague
1 Avenue A
Turners Falls, MA 01376

Dear Mr. Ellis,

The Turners Falls Power Canal service outage will take place Monday, September 19, 2022 through Saturday, September 24, 2022. The canal will be drained by 0700 hours, Monday, September 19, 2022 and remain so until Saturday, September 24, 2022. During this time, the canal will be dewatered to perform inspection and maintenance work along the canal at a number of locations.

We will be performing maintenance activities in and around the canal throughout the week. If you have any projects or activities, pertaining to the power canal, scheduled during this period, please contact me regarding coordination and accessibility issues.

It may become necessary to cancel or reschedule this outage due to system load conditions during this period. You will be notified of changes as they occur. If you have any comments or questions regarding this schedule, please call me so we can discuss them.

Respectfully,

A handwritten signature in black ink, appearing to read "Nick Hollister".

Nicholas Hollister
Senior Operations Manager, North

NH:lb