

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

Monday, May 2, 2022

Join Zoom Meeting: <https://us02web.zoom.us/j/83883317945>

Meeting ID: 838 8331 7945 **Password:** 275294 **Dial into meeting:** **+1 646 558 8656**

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

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

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve minutes of April 25, 2022
3. 6:31 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:33 COVID-19 Updates
 - Review of COVID case counts and trends
5. 6:40 Walter Ramsey, Town Planner
 - Municipal Vulnerabilities Program FY23 Grant Application proposal: "Incorporating Climate Resiliency into the Montague Comprehensive Plan". Grant request \$80,000. Local match: \$27,000 provided by in-kind services and local cash match across FY23 and FY24
 - Downtown Turners Falls Parking Study updates and [survey](#) announcement
 - Canal District Master plan study updates and [survey](#) announcement
6. 6:50 Jan Ameen, FCSWMD and Charlie Alix, Stantec
 - Review Findings of Sludge Composting Feasibility Study Report
7. 7:30 FY23 One-Stop Grant Program Submission
 - Review of Feedback to Expression of Interest
 - Establish Priority for Submission to Rural & Small Town Development Fund

MONTAGUE SELECTBOARD

**1 Avenue A and via ZOOM
Monday, May 2, 2022**

8. 7:40 Brian McHugh, FCRHRA
- Authorize Payment: Invoice for FY20 MONT Avenue A Streetscape from Berkshire Design for bidding and construction oversight (\$2,526.00)
 - Authorize Payment: Invoice for FY20 MONT Hillcrest Neighborhood Design Project from Berkshire Design (\$5,040.00)
 - Authorization to execute/sign FY21 MONT contracts with four Social Service Agency Programs. These contracts are DHCD-approved templates.

9. 7:50 Town Administrator's Business
- Request permission for Treasurer/Collector to execute a contract with Pitney Bowes for a 2-year lease for the shared postage machine. Total cost of lease agreement \$9,155.28
 - Consider Increase of Property Insurance Deductible and Strategy to Buffer Enterprise Fund Risk
 - Overview of Draft TIP – State and Regional Road and Bridge Projects FY23.
 - Topics not anticipated in the 48 hour posting

Other

- Next Selectboard Meeting: Monday, May 9, 2022 at 6:30 PM via ZOOM

WendyB-Montague Selectboard

From: Walter Ramsey - Montague Planner
Sent: Wednesday, April 27, 2022 11:17 AM
To: WendyB-Montague Selectboard
Cc: StevenE - Montague Town Administrator
Subject: 5/2 meeting

Hi Wendy,

Please include these items on the 5/2 agenda. Materials will follow at the end of the day. I can cover these items in 10 minutes

- Municipal Vulnerabilities Program FY 23 Grant Application proposal: "Incorporating Climate Resiliency into the Montague Comprehensive Plan". Grant request \$80,000. Local match: \$27,000 provided by in-kind services and local cash match across FY 23 and FY24
- Downtown Turners Falls Parking Study updates and survey announcement
- Canal District Master plan study updates and survey announcement

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



Montague Selectboard

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108
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May 2, 2022

Kathleen Theoharides, Secretary
MA Executive Office of Energy and Environmental Affairs

RE: FY23 MVP Action Grant Statement of Support and local match statement

Secretary Theoharides,

The Montague Selectboard is committed to making a Montague climate-resilient and economically resilient community through excellent comprehensive planning. The Town intends to achieve this through the "Incorporating Climate Resiliency into the Montague Comprehensive Plan" project that would update the Montague 1999 Comprehensive Plan. The Town is seeking \$80,000 from the FY23 MVP Action Grant Program to support the initiative.

This MVP action grant will invest in a comprehensive planning effort that commenced January 2022. The grant will enable the town to complete its Comprehensive Plan that commenced in January 2022 and allow for robust community engagement. The Montague Comprehensive Plan will have an emphasis on climate-resiliency planning so the Town can be prepared to address the vulnerabilities identified in the 2018 Municipal Vulnerabilities Plan.

The Selectboard will commit to providing a local match of at least 25% of the project cost over the grant timeframe (FY 23 and FY24). The Town, primarily through the Planning Office will dedicate at least \$15,000 of value through in-kind support to administer the project. Further, The Selectboard will commit to a cash match of at least \$13,000 to be made available from municipal community development discretionary funds or an appropriation as required. The total local match will be at least \$28,000.

The Montague Selectboard urges you to support this request and we thank you for your consideration.

For the MONTAGUE SELECTBOARD,

Rich Kuklewicz
Chair, Montague Selectboard

Town of Montague FY23 MVP Action Grant Application

Incorporating Climate Resiliency into the Montague Comprehensive Plan

Project Narrative

1. Project Description, Rationale, and Climate Data

The Town of Montague is committed to building climate resilience through comprehensive planning. In January 2022, Montague commenced an effort to begin to update its 1999 comprehensive plan. Phase I is funded with support from a FY22 Community Planning Grant which involves "Community Visioning and Scenario Planning". The second and final Phase II, as proposed would incorporate climate resiliency into the Montague Comprehensive Plan. This would be accomplished by analyzing all available climate data and applying climate resiliency recommendations to each of the individual chapters covered in a modern Comprehensive Plan. Additionally, the planning process will follow a robust community engagement effort with a targeted focus on representation from Montague Environmental Justice Neighborhoods which comprise approximately 1/3 of the population.

Montague completed a Municipal Vulnerabilities Plan exercise in June 2018. The workshop was critical to enabling participants to think about and engage with people from different sectors. People representing public health, planning, fire, water pollution control, and several others came together to determine the most threatening hazards to the Town of Montague and to agree upon high priorities and actions to address them. Our areas of concern spanned infrastructure, transportation, vacant industrial land, erosion, fire hazards, and flood zones. The exercise highlighted the need to address these complex issues comprehensively by updating our 23 year old master plan.

The Town will employ the RMAT Climate Resilience Design Standards and Guidelines and other relevant climate data sources to inform plan. The types of climate challenges Montague faces is flooding, extreme temperatures, wildfires, invasive species, and climate migration.

2. Timeline, Scope, and Budget

Phase I (Community Visioning and Scenario Planning) is in progress as of Jan 1, 2022. The Town is working with Franklin Regional Council Governments. The second phase of the project to be funded by MVP (Incorporating Climate Resiliency into the Plan) will dovetail with Phase I. Because we are in the midst of a 24 month comprehensive planning process, the grant will need to be funded over two fiscal years, ending June 30, 2024.

Phase I involved the establishment of a citizen advisory steering group with broad representations, a community survey, and a first phase of community workshops to develop community goals that will guide the second Phase. The Town intends to extend its contract with Franklin Regional Council of Governments for technical assistance to complete the second phase to be funded with support from MVP.

Here is the proposed Consultant scope of work:

TASK 1: PUBLIC INVOLVEMENT AND COMMUNITY ENGAGEMENT

- Eight (8) to ten (10) meetings of the Comprehensive Plan Steering Group to oversee and provide input on all work undertaken to prepare the Comprehensive Plan.
- Eight (8) to ten (10) meetings of Subcommittees to work on specific topics including Housing, Transportation, Economic Development, Community Facilities & Services, Land Use & Zoning and Energy, Sustainability & Climate Resiliency.
- Post Draft Chapters on the Town's website and social media platforms and encourage public comment on the Draft Chapters. Present Draft Chapters completed to the Planning Board at their regularly scheduled televised meetings.
- Conduct community outreach and hold one (1) Community-wide Meeting to present the Final Draft of the Comprehensive Plan to receive additional public input.
- Assist the Planning Board and Comprehensive Plan Steering Group to present the Comprehensive Plan to the Select Board and Town Meeting for their review and endorsement.
- Assist the Planning Board to conduct a Public Hearing to present the completed Comprehensive Plan and to take a vote to adopt the Comprehensive Plan.

Estimated Budget 150 Hours @ \$85.00 per hour = \$12,750.00
(Months 1-16)

TASK 2: PREPARE AN SUSTAINABILITY & CLIMATE RESILIENCY CHAPTER OF THE COMPREHENSIVE PLAN

Review and incorporate Goals and Objectives prepared for the Comprehensive Plan. Conduct an analysis of energy use incorporating the work completed for the Green Communities program. Identify potential land use regulations that support and increase energy efficiency and the use of and production of renewable energy. Identify potential land use regulations that manage stormwater runoff, preserve landscape features such as floodplains, agricultural soils, open space, wildlife habitat and forests that provide sustainability and climate resiliency benefits such as local food production, carbon sequestration and flood mitigation. Review and incorporate findings and recommendations from the 2020 Hazard Mitigation and 2018 MVP Resiliency Plan to increase resiliency to climate change. Prepare a narrative, GIS maps, analysis and recommendations for energy, sustainability and climate resiliency. Prepare the Energy, Sustainability & Climate Resiliency Chapter of the Comprehensive Plan, which incorporates the Goals & Objectives, data, inventory and mapping, and analysis completed as well as public input from members of the Comprehensive Plan Steering Group. Develop recommendations, implementation strategies and potential projects that can reduce energy consumption, greenhouse gas emissions (GHG), and vehicle miles traveled by residents as well as recommended land use regulations and other strategies and projects to increase resiliency to climate change. Incorporate public input received and prepare a Preliminary and Final Draft of the Chapter.

Estimated Budget 110 Hours @ \$85.00 per hour = \$9,350.00
(Months 1-4)

TASK 3: PREPARE A HOUSING CHAPTER OF THE COMPREHENSIVE PLAN

Review and incorporate Goals and Objectives prepared for the Comprehensive Plan. Compile housing data and prepare an inventory, GIS maps and data analysis for the housing chapter. Incorporate previous housing work and recommendations from Montague's Housing Plan. Incorporate information about climate change migration, remote working and East-West Rail that may increase demand for housing in Montague and the region. Prepare the Housing Chapter of the Comprehensive Plan, which incorporates the Goals & Objectives, data, inventory and mapping, and analysis completed as well as public input from members of the Comprehensive Planning Steering Group. Establish priorities and prepare specific recommendations and implementation strategies for this chapter including potential zoning changes needed. Incorporate public input received and prepare a Preliminary and Final Draft of the Chapter.

Estimated Budget 100 Hours @ \$85.00 per hour = \$8,500.00
(Months 1-4)

TASK 4: PREPARE A COMMUNITY FACILITIES & SERVICES CHAPTER OF THE COMPREHENSIVE PLAN

Review and incorporate Goals and Objectives prepared for the Comprehensive Plan. Prepare an inventory, GIS map and analysis for community facilities and services addressing drinking water supplies, wastewater treatment, public safety, schools, and other community and recreation facilities. Incorporate findings from the engineering study of water and sewer infrastructure recently completed by Tighe & Bond in April 2022 including water supply and wastewater treatment facility recommendations and estimated costs. Identify and prioritize capital improvements needed to increase the resiliency of the Town to climate change. Prepare the Community Facilities & Services Chapter of the Comprehensive Plan, which incorporates the Goals & Objectives, data, inventory and mapping, and engineering analysis completed as well as public input from members of the Comprehensive Plan Steering Group. Establish priorities and prepare specific recommendations and implementation strategies for this chapter. Incorporate public input received and prepare a Preliminary and Final Draft of the Chapter.

Estimated Budget 110 Hours @ \$85.00 per hour = \$9,350.00
(Months 4-6)

TASK 5: PREPARE A TRANSPORTATION CHAPTER OF THE COMPREHENSIVE PLAN

Review and incorporate Goals and Objectives prepared for the Comprehensive Plan. Compile an inventory, GIS maps and analysis of transportation infrastructure and facilities. Identify parking, pedestrian access and safety, and traffic concerns in the village centers. Identify potential

improvements needed to pedestrian and bikeway infrastructure to support public access and safety. Assess public transit needs and accessibility and identify potential improvements. Identify key climate resiliency actions that the town can undertake to improve transportation access and to protect infrastructure, including recommendations from the 2018 MVP Resiliency Plan and 2020 Hazard Mitigation Plan. Identify priorities for improving the resiliency of road stormwater drainage infrastructure (storm drains and culverts) based on the results of the 2021 location and condition inventory project. Prepare the Transportation Chapter of the Comprehensive Plan, which incorporates the Goals & Objectives, data, inventory and mapping, and analysis completed as well as public input from members of the Comprehensive Plan Steering Group. Establish priorities and prepare specific recommendations and implementation strategies for this chapter. Incorporate public input received and prepare a Preliminary and Final Draft of the Chapter.

Estimated Budget 100 Hours @ \$85.00 per hour = \$8,500.00

(Months 7-9)

TASK 6: PREPARE AN ECONOMIC DEVELOPMENT CHAPTER OF THE COMPREHENSIVE PLAN

Review and incorporate Goals and Objectives prepared for the Comprehensive Plan. Compile data and prepare an analysis for Economic Development including data on labor force, major employers, unemployment, commuter trends, demographics and other socioeconomic factors. Incorporate the findings and recommendation of the recently completed Turners Falls Rapid Recovery Plan and the Montague Economic Development Industrial Corp (MEDIC) Economic Development Plan. Work with MEDIC to identify recommendations for industrial park and redevelopment projects. Identify potential locations for mixed use, commercial and light industrial development or redevelopment. Review existing resources for business and workforce development. Work with RiverCulture, Montague Business Association and local businesses to identify business support needs. Establish priorities and prepare specific recommendations and implementation strategies for this chapter. Incorporate public input received from members of the Comprehensive Plan Steering Group and prepare a Preliminary and Final Draft of the Chapter.

Estimated Budget 100 Hours @ \$85.00 per hour = \$8,500.00

(Months 12-13)

TASK 7: PREPARE A LAND USE & ZONING CHAPTER OF THE COMPREHENSIVE PLAN

Review and incorporate Goals and Objectives prepared for the Comprehensive Plan. Prepare inventory, GIS maps and analysis for land use and zoning. Prepare the Land Use & Zoning Chapter of the Comprehensive Plan, which incorporates the Goals & Objectives, data, inventory and mapping, and analysis completed as well as public input from members of the Comprehensive Plan Steering Group. Incorporate relevant information from all other Chapters completed for the Comprehensive Plan and identify potential growth areas and priority areas for protection. Reconcile conflicts, establish priorities and prepare specific recommendations and implementation strategies for this chapter including

recommendation for changes to the Zoning Bylaws and Subdivision Regulations. Incorporate public input and prepare a Preliminary and Final Draft of the Chapter.

Estimated Budget 110 Hours @ \$85.00 per hour = \$9,350.00
(Months 14-16)

TASK 8: COMPLETE COMPREHENSIVE PLAN

Prepare an Executive Summary and Implementation Chapter and compile the Final Draft Chapters into a completed Comprehensive Plan. The Implementation Chapter will summarize the prioritized recommendations, general timeframes, and responsible parties. Incorporate public input from the Community Meeting to finalize the Comprehensive Plan.

Estimated Budget 80 Hours @ \$85.00 per hour = \$6,800.00
(Months 14-16)

Task 9: PROJECT COORDINATION & GRANT ADMINISTRATION

Prepare and distribute agendas and meeting materials in coordination with the Comprehensive Plan Steering Group. Send agendas to Town Hall for posting. Provide PDF of materials for public outreach including Draft Chapters of the Comprehensive Plan and other materials for the Town website. Prepare quarterly reports and invoices for the grant funder and the Comprehensive Plan Steering Group and Planning Board.

Estimated Budget 50 Hours @ \$85.00 per hour = \$4,250.00
(Months 1-16)

DIRECT COSTS

Travel, Printing, Mailings, etc. = \$1,950.00

3. Nature-Based Solutions and Environmental Co-Benefits

The Montague Comprehensive Plan will set the stage for nature-based solutions by developing a community-supported rational and identifying potential projects and policies to be enacted over the next 10+ years in Montague. Several nature-based solution have been implemented in Montague and this planning process will offer an opportunity to review these with public and build support for more projects on a larger scale and meaningful impact. Climate resiliency will be baked into the plan and every individual chapter will reference climate resiliency goals as well a broader community goals.

Co-Benefit	Description of how the project will produce this environmental co-benefit
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Promotes Biodiversity (habitat restoration, creation, or enhancement)	<input checked="" type="checkbox"/>	Recommendations will be made in "Sustainability and Climate Resiliency" Chapter and the "Land Use" chapter and other the chapters throughout the plan. The plan will recommend policies and activities to promote biodiversity
Restores/remediates Project Site	<input checked="" type="checkbox"/>	Montague has many former industrial sites in village centers that will be prioritized for restoration and remediation
Promotes Environmentally-Sustainable Development / Reduces Development in Climate Vulnerable Areas	<input type="checkbox"/>	Recommendations will be made in "Sustainability and Climate Resiliency" Chapter and the "Land Use" chapter and other the chapters throughout the plan. The plan will recommend policies and activities to protect climate vulnerable areas.
Improved Water Quality and/or Increased Groundwater Recharge	<input checked="" type="checkbox"/>	Recommendations will be made in "Sustainability and Climate Resiliency" Chapter and the "Land Use" chapter and other the chapters throughout the plan
Improved Air Quality	<input checked="" type="checkbox"/>	Recommendations will be made in "Sustainability and Climate Resiliency" Chapter and the "Land Use" chapter and other the chapters throughout the plan
Climate Mitigation (carbon sequestration, site-scale improvements for cooling, reduced energy use)	<input checked="" type="checkbox"/>	Recommendations will be made in "Sustainability and Climate Resiliency" Chapter and the "Community Facilities and Services" chapter and other the chapters throughout the plan. The plan will recommend policies and activities to mitigate climate change.
Other Environmental Co-Benefit:	<input type="checkbox"/>	

4. Environmental Justice and Public/Regional Benefits

Because Montague is one of the most diverse and dynamic communities in rural Franklin County, considerable effort will be made to engage traditionally underrepresented populations. Montague currently hosts 3 Environmental Justice Population block groups within census tract 407.01 in the village of Turners Falls. Block Group 2 meets both minority and income criteria. Block Groups 1, and 3, and 4 meet the income criteria. Downtown Turners Falls is only one of 3 such census tracts that meet minority and income criteria in all of Franklin County.

The Comprehensive Plan Steering Group is made up 20 people from each of the 5 villages of Montague. They represent various municipal boards and organizations of the community. The group has representatives from the Brick House Teen Resource Center, the Gill-Montague School District, Montague Catholic Social Ministries, and the Franklin County Regional Housing

Authority- these are agencies most involved with social services and underrepresented populations in the downtown EJ neighborhoods.

The project would provide stipends to representatives from these three agencies to ensure they have robust representation throughout the process. The grant would also fund food and childcare at public meetings to encourage broader participation. Special effort will be made to hold meetings in the EJ neighborhood at appropriate times and with adequate bi-lingual outreach.

The Planner and community partners will also co-host focused workshops with local youth, New Americans, and seniors. These will be held on their ground rather than asking these folks to come to a meeting.

We have identified at least two potential community groups with close ties to the Montague. Turners Falls EJ Population that will be invited to bid on a scope of services to implement this Public Involvement and Community Engagement Plan. The community group selected through the procurement process will work as a full, participating member of our project team and will work in tandem with town's consultant and Town Planner. They will also ensure we have members of the EJ Population advising us on every aspect of the project.

5. Public Involvement and Community Engagement

The Town of Montague is committed to building climate resilience through inclusive public involvement and community engagement as we begin to plan for the future of the community.

For **Print engagement**, we will engage the services of a local graphic design company at the beginning of the project to design posters and flyers, which will be translated into Spanish, (the most popular secondary language of this Environmental Justice Population) to describe the purpose of the Comprehensive Planning effort. Translation will be completed by a contractor identified under the statewide contract. Posters will be hung up around town to notify residents of the need for the project and backpack flyers will be sent home with students from the local elementary school to request feedback from parents. These flyers will also be translated. We will also install signage at key locations in the community and the downtown EJ census tracts. These signs will contain suggestion boxes and post-it notes for soliciting ideas. Our local weekly paper has a monthly Spanish language edition and we will provide updates to the community via that means.

For **Digital engagement**, Content on the project website will be email blasted out to the Town's regular email lists as well as through social media platforms. Project updates will be highlighted on this website through the use of a blogging function. The Town will also distribute a press release related to the award of the grant, purpose of the project, and ways to get involved via the Montague Reporter's Spanish language edition (distributed both digitally and in print).

For **In-Person engagement**, we will host a public meeting at the beginning and end of the project in the EJ neighborhood to hear ideas for how to develop the Comprehensive Plan and to Discuss the draft plan. We have spoken with community leaders and confirmed that Great Falls Discovery Center is a viable meeting location for this project. Furthermore, our budget reflects rental fees for this space. We have heard concerns, already, about future gentrification and want to take steps to preserve this diverse, vibrant neighborhood and improve its quality of life. In order to increase participation, we will ensure that the meeting is child-friendly and that refreshments are available. In addition to the public meetings, the planner and project partners will host targeted workshops with Montague youth, seniors, and New Americans

The 20 +/- Comprehensive Plan Steering Committee members will be offered a stipend for their participation in the Comprehensive planning effort. The stipend will make the process more accessible to traditionally underrepresented populations.

For how **community feedback will be incorporated into project and mechanism by which results will be shared**, we will reserve time on all biweekly project team calls to review public comments to date and discuss how they can be addressed and incorporated into the project. To share results of this process we will publish a comprehensive response to all comments received from the public and how they were addressed on our project website that is translated into the relevant languages along with all the deliverables. These documents will also be available at the location of the public meeting(s) where we are holding the public meeting.

We have identified at least two potential community groups with close ties to the Turners Falls EJ Population that will be invited to bid on a scope of services to implement this Public Involvement and Community Engagement Plan. The community group selected through the procurement process will work as a full, participating member of our project team and will work in tandem with town's consultant and Town Planner. They will also ensure we have members of the EJ Population advising us on every aspect of the project.

You will see all of the tasks laid out in this plan summarized in our Scope/Budget Attachment B with deliverables, due dates, requested grant funds, and designated match identified for each one.

Public Involvement and Community Engagement Plan Montague Climate-ready Comprehensive Plan

	Print	Digital	In-person
Principal	Posters hung in Local Businesses, Community Centers, or other publicly accessible venues, with a minimum of 15 throughout the town	-project webpage	-Hosting a community workshop -Community Liaison Model with the Brick House Community Center and Montague Catholic Social Ministries
Assisting	-"Backpack Mailer" to students and families.	-Project webpage -Email to distribution list that includes community stakeholder groups	-Tabling event during local cultural festivals - Presenting scope of project at an established community group's meeting
Equitable Engagement Modifier	Translation of content into Spanish and distributed via principal and assisting methods	Identifying and sharing content with alternative language online media outlets that service residents of the EJ/Climate Vulnerable Population	-Providing childcare during meetings -Providing food during meetings

How community feedback will be incorporated into project and mechanism by which results will be shared:

Reserve time on all biweekly project team calls to review public comments to date and discuss how they can be addressed and incorporated into the project.

Publish a comprehensive response to all comments received from the public and how they were addressed on project website that is translated into Spanish, along with an itemization of all deliverables.

Establish and advertise one or more information repositories (to hold all project documents) in town that are convenient and accessible to the impacted community.

6. Project Transferability, Measurement of Success, and Maintenance

The Montague project can be a demonstration project for other small communities with 5,000 to 15,000+ people. Montague is a model community among small towns in Franklin County and the Pioneer Valley. Montague is one of many quintessential mill towns spread throughout the commonwealth. The Montague Comprehensive Plan can be model for how climate resiliency can be incorporated into and throughout the plan and for equity and engagement.

Success will be measured in the following ways:

- (1) Public participation will be measured by attendance numbers, website engagement, and survey response rates (measurable at the end of the grant timeframe)
- (2) Planning process success will be measured by favorable votes of adoption from the Planning Board, Selectboard, and Montague Town Meeting (measurable within 6 months of the grant timeframe)
- (3) Plan Success will be measured by adherence to the Implementation schedule to develop as part of the grant funded project. (Measurable within 2-5 years of the grant timeframe).

The Plan will include an implementation chapter which will include a schedule for periodic review of the plan and convening of the Steering/implementation committee. Montague has a dedicated planning department to help ensure the plan is implemented over the lifespan of the plan.

9. Need for Financial Assistance

A steady erosion of traditional manufacturing has left the town saddled with a backlog of aging infrastructure and major brownfield redevelopment challenges. Montague is not a wealthy town and about 1/3 of its population lives in an environmental justice neighborhood. Montague does not have the ability to invest municipal appropriations into planning exercises. Despite having a dense and diverse downtown Turners Falls, Montague does not have access to CDBG mini-entitlement, Gateway Communities, nor a CPA, thus there is limited access to resources to conduct robust planning.

Without MVP funding, there is no viable source to fill the \$73,000 budget gap. As it is, much of the work is being done –in house to reduce consultant costs. The Town could pursue a second consecutive Community Planning Grant, but that is capped at \$45,000 and would require breaking the plan up into

three phases instead of two. The town would be extremely unlikely to be in position to successfully fund \$73,000 from local taxation.

10. Project Feasibility, Support, and Management

Montague has Planning and Conservation Office with staff dedicated to complete this effort. The project manager will be Walter Ramsey. He is accredited with the American Institute of Certified Planners. He has managed over \$10M of state and federal grants for the Town of Montague. He has been the town planner of Montague for 12 years and lives in the community. As a result, the Planning Office has a positive working relationship with the many constituencies that need to be engaged in the effort. The Planning Department's last major planning effort- the 2013 Downtown Turners Falls Livability Plan won Outstanding Planning Project from the MA Chapter of the American Planning Association and MVP can expect the same quality results for the Montague Comprehensive Plan.

Additionally, the Franklin Regional Council of Governments is a trusted partner and they have indicated that they are available and eager to take on the scope of work identified in this grant application.

The project is strongly supported by the Montague Selectboard, Comprehensive Steering Group, and the Planning Board.

Grant funding will allow the town to buttress the first phase of the Montague Comprehensive Plan with climate resiliency modelling and robust community engagement.



Turners Falls Parking Study

PUBLIC SURVEY

Whether you live, work, or play in Downtown Turners Falls, we want to hear about your parking experience!

The Town of Montague is conducting a parking study in Downtown Turners Falls to better understand:

- Do we need more parking?
- Can we better use what we have?
- How should seasonal demand affect parking operations?
- Is the parking system meeting other Town goals?
- Can improved walking help parking?
- Can finding parking become easier?

The study involves an in-depth process of data collection and analysis. This is your chance to be heard about parking-related concerns. Your survey input will be used to develop recommendations to help the Town improve Turners Falls' current parking system and prepare for the future.

▶ WHEN?

The survey will be open between April 21- May 20, 2022

▶ HOW?

- Visit this website link: <https://tinyurl.com/TurnersFallsParking>
- Scan the QR code to the right
- Paper copies of the survey are also available at Town Hall



▶ QUESTIONS?

Contact Walter Ramsey, Town Planner – planner@montague-ma.gov



Hello!



The Town of Montague, in coordination with MassDevelopment, is undertaking a project to survey, evaluate, and recommend short-term, mid-range and long-term courses of action for the Canal District in Turners Falls. As part of this effort, the community is being surveyed to identify the desired vision and potential reuse opportunities for the parcels in the district.

This survey will help us understand the community perspective around opportunities for the future use of the Canal District. Your survey responses will be kept confidential. We very much appreciate your time and participation!

*****Survey responses will be accepted until 5/11/22.*****



Town of Montague
Composting Facility Feasibility Study

Results of Composting Study





Agenda

1. Introduction
2. Regulatory Framework
3. Third Party Disposal Options
4. Composting Facility Sizing
5. Composting Facility Options
6. Odor Management
7. Economics
8. Conclusions

Introduction

Goals of Feasibility Study

Drivers for considering composting

- High disposal cost
- Previous history, familiarity with the process
- Beneficial reuse

Goals

- Review potential – environmentally, technically and economically
- Compare alternatives – third party vs self managed
- Explore regional solution
- Determine best site

Regulatory Framework

Current Regulations

Quality of sludge Used

- Limits on heavy metal concentrations

Quality of compost

- Class A – unrestricted use of compost
- Demonstrated pathogen reduction through time and temperature targets in process
- Limits on vector attraction (flies, vermon) through additional time and temperature targets in process
- These targets are easily achieved when composting sludge

Future Regulations

- Metals, pathogens and vector attraction reduction will not change.
- Rising unknown is Per and Polyfluoroalkyl Substances (PFAS) and Perfluorooctanoic Acid (PFOA)

PFAS & PFOA

- New England States are in forefront of regulations
- Drinking water limits Several compounds with PFOA limits of 2 to 70 ppt.
- Limits for biosolids
 - Only Maine has enacted limits
 - 2.5 ppb for PFOA
 - 5.0 ppb for PFAS
- NH limits due in 2023

**Maine Bill LD 1911
Bans Land
Applications of all
products derived
from biosolids**

Massachusetts Regulations

Drinking water

- Six compounds
 - PFOA, PFOS, PFNA, PFHxS, PFHpA, PFDA
 - Sum of concentration of all six limited to 20 ppt

Biosolids

- Working on limits
- Basis of limits
 - Soil standard, ground water and runoff impacts, human exposure
 - Timeline unknown

Compound	CAS Number	Formula	MW
Perfluorodecanoic acid (PFDA)	335-76-2	C ₁₀ HF ₁₉ O ₂	514.08
perfluoroheptanoic acid (PFHpA)	375-85-9	C ₇ HF ₁₃ O ₂	364.06
Perfluorohexanesulfonic acid (PFHxS)	335-46-4	C ₆ HF ₁₃ O ₃ S	400.12
Perfluorononanoic acid (PFNA)	375-95-1	C ₉ HF ₁₇ O ₂	464.08
Perfluorooctanesulfonic acid (PFOS)	1763-23-1	C ₈ HF ₁₇ O ₃ S	500.13
Perfluorooctanoic acid (PFOA)	335-67-1	C ₈ HF ₁₅ O ₂	414.07

Third Party Disposal/Processing

Incinerators Contacted

Facility	Owner	Travel Distance (miles)	Notes
Cranston, RI	Veolia	118	Limited capacity but may accept depending on biosolids and economics
Woonsocket, RI	Synagro	102	Will only accept biosolids 20% solids or greater, loading and quality must be consistent.
Upper Blackstone WWTF	Upper Blackstone Water Pollution Abatement District	75	Currently beginning a study on teaming with other utilities on regional facility.
Hartford, CT	Harford MDC	66	Currently beginning a study on teaming with other utilities on regional facility. Cannot guarantee future acceptance
New Haven, CT	Synagro	104	Liquid only limited capacity no long term guarantee
Waterbury, CT	Synagro	94	Liquid only limited capacity no long-term guarantee
Naugatuck, CT	Veolia	104	Limited capacity cannot guarantee acceptance of new biosolids
Mattabassett CT	Mattabassett District	79	Cannot accept out of state biosolids

Landfills Contacted

Facility	Owner	Distance from SRWTF (miles)	Notes
Seneca Meadows, Waterloo, NY	Seneca Meadows, Inc.	267	Limiting new biosolids customers
RI Central Landfill, RI	RI Resource Recovery Corp		
Crossroads Norridgewock Landfill, Norridgewock, ME	Waste Management	259	Cannot accept of state biosolids
Coventry, VT	Casella Organics	210	Currently being used to deposit SRWTF biosolids
Juniper Ridge Landfill Old Towne, ME	Casella Organics	249	No information provided by facility
Ontario Landfill Stanley, NY	Casella Organics	308	Not accepting biosolids landfill nearing end of use
Highland Landfill, NY	Casella Organics	165	No longer accepting biosolids
Bethlehem Landfill, NH	Casella Organics		Not accepting new biosolids customers

Reuse Processing Facilities Contacted

Facility	Owner	Distance from SRWTF (miles)	Notes
Hawk Ridge Composting Facility Unity, ME	Casella Organics	259	Composting facility Not accepting new biosolids customers
Grasslands Chateaugay, NY	Casella Organics	263	Chemical stabilization not accepting new biosolids customers
Soil Preparations Plymouth, ME	WeCare Environmental	278	Currently not accepting biosolids
Merrimack Composting Facility, NH	Town of Merrimack, NH	94	No new biosolids customers

Third Party Costs

Tip fees:

\$100 to \$150 per wet ton

Transportation costs:

\$500 to \$1,300 per trip

Total cost per wet ton:

\$168 to \$215 per wet ton

Estimated annual cost:

\$170K to 230K per year



Future Incineration Capacity

Three regional utilities undertaking Study

- Narragansett Bay Commission
- Springfield Water and Sewer Commission
- Upper Blackstone Clean Water



Composting Facility Sizing

Weekly Materials Balances

Material	Volume	Total Weight	Dry Weight
	(CY)	(TONS)	(TONS)
Mixing Stage			
Biosolids	25.0	20.0	4.0
Yard Waste (Processed) (Green Waste)	42.4	12.7	7.0
Screened Recycled Bulking Agent	39.8	13.8	7.6
Active Composting Stage			
Mixture	101.8	46.5	18.6
Composting Losses		32.7	1.5
Screening Stage			
Screen Feed	79.6	31.1	17.1
Recycled Bulking agent	39.8	13.8	7.6
Curing Stage			
Curing	38.3	17.2	9.5
Curing Losses		0.6	0.4
Finished Compost Storage			
Compost to Storage	36.8	16.6	9.1

Volume	Total Weight	Dry Weight
(CY)	(TONS)	(TONS)
Mixing Stage		
62.5	50.0	10.0
106.1	31.8	17.5
99.4	34.5	19.0
Active Composting Stage		
254.6	116.4	46.5
	81.8	3.8
Screening Stage		
199.1	77.7	42.7
99.6	34.6	19.0
Curing Stage		
95.7	43.1	23.7
	1.6	0.9
Finished Compost Storage		
92.1	41.4	22.8

Composting Facility Options

Eight Options Examined

Location:

WPCF

Size:

4 dry tons per week

10 dry tons per week

Technology:

Fully enclosed

Roof only with negative Aeration



Eight Options Examined

Location:

Sandy Lane

Size:

4 dry tons per week

10 dry tons per week

Technology:

Fully enclosed

Roof only with negative Aeration



Facility Components

Receiving/mixing

- Blend sludge, new bulking agent (BA) and recycled BA

Active composting 21 days

- Achieve pathogen and vector reduction targets

Screening

- Recover BA, size compost for market

Curing 28 days

- Low-rate composting required for product stability

Product Storage 6 months

- Compost is a seasonal product

Odor control

- Required for mixing/receiving and active composting

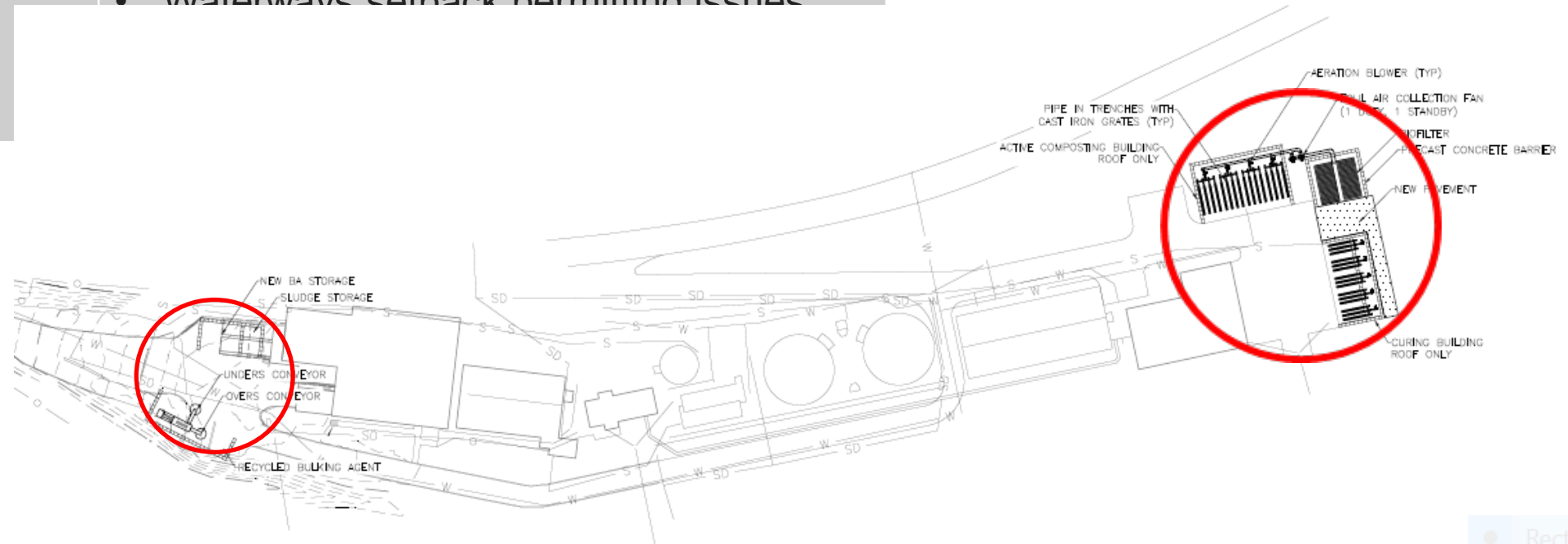
WWTP Site

Advantages

- At WWTP site limited sludge trucking

Disadvantages

- Limited to 4 dry ton per week facility
- Widely sperate operation
- No odor control for mixing operation
- Waterways setback permitting issues



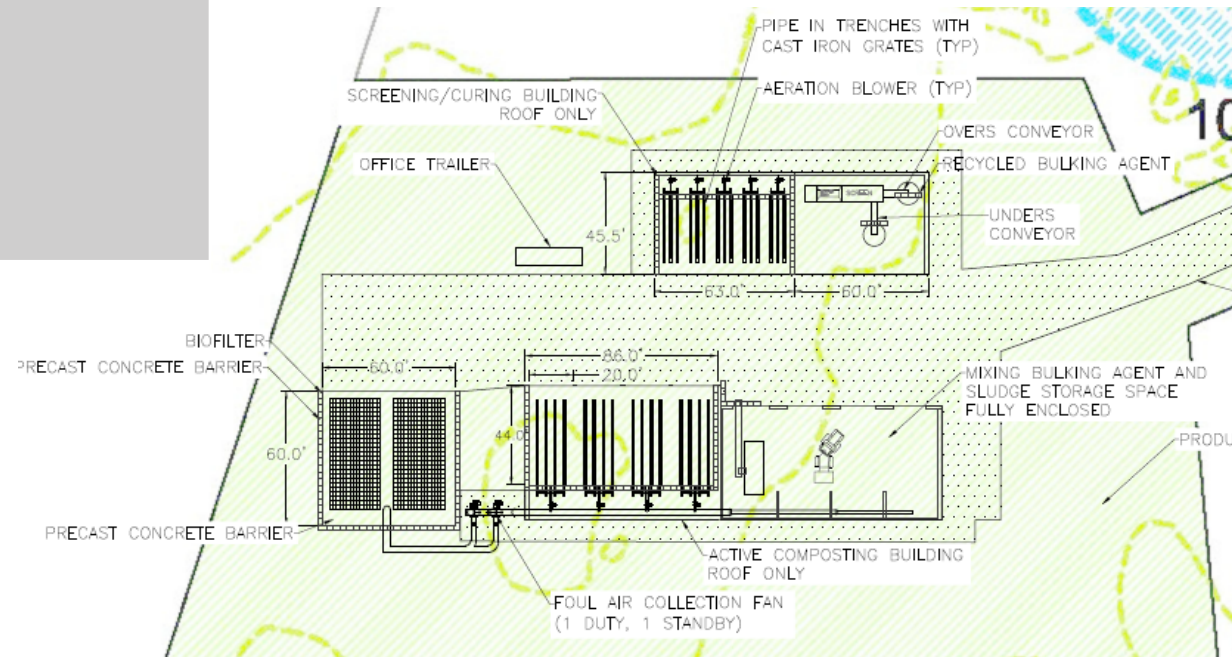
Sandy Lane Site

Advantages

- Both 4 and 10 DTPW facility fits
- No interferences on site
- Remote from residences
- Adjacent to green waste area (BA)
- Ample product storage available
- No waterways setback issues

Disadvantages

- Sludge must be trucked to site

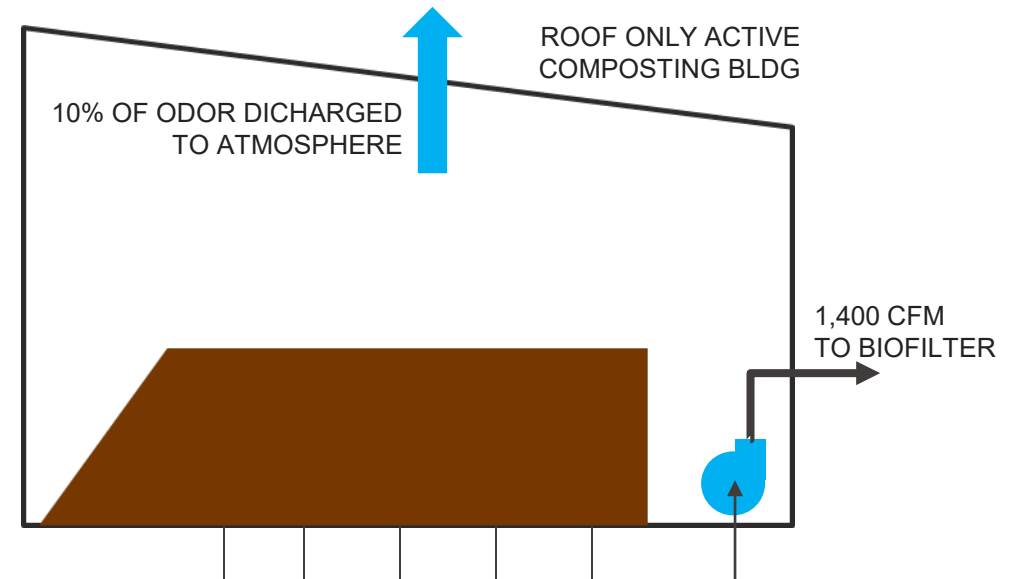
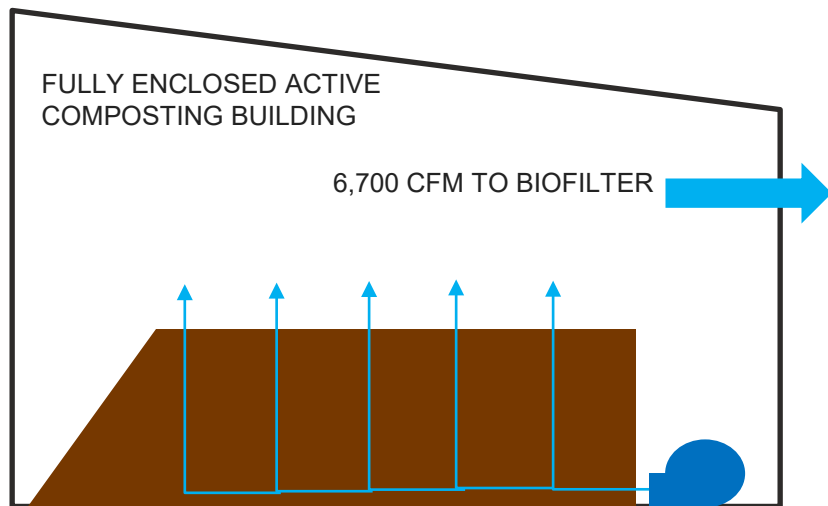


Odor Management

Odor Control for 2 Composting Alternatives

Two Composting Technologies

- Totally Enclosed
- Negative aeration with roof only



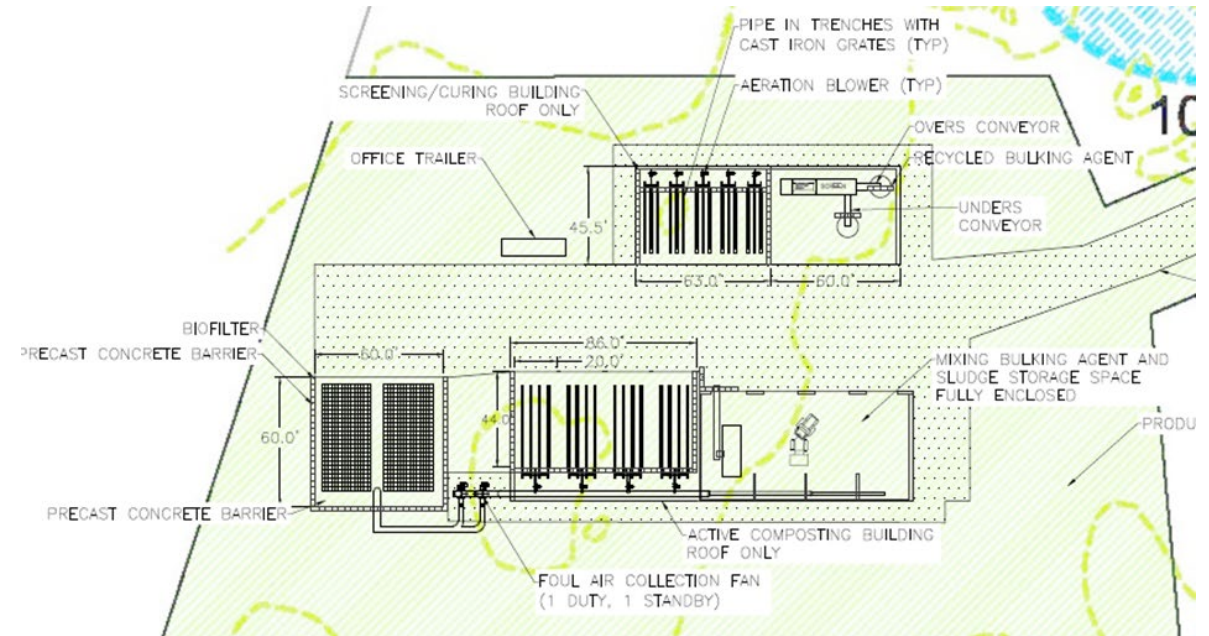
Odor Emissions - Sandy Lane

10 DTPW facility roof only configuration

Odor Source	Odor Concentration (ou/m ³)	Odor emission Rate (ou/sec)
Active compost piles	350	52
Curing piles	300	36
Biofilter	300	981
Total Odor Emissions		1,069

10 DTPW facility fully enclosed

Odor Source	Odor Concentration (ou/m ³)	Odor emission Rate (ou/sec)
Curing piles	300	36
Biofilter	300	981
Total Odor Emissions		1,017



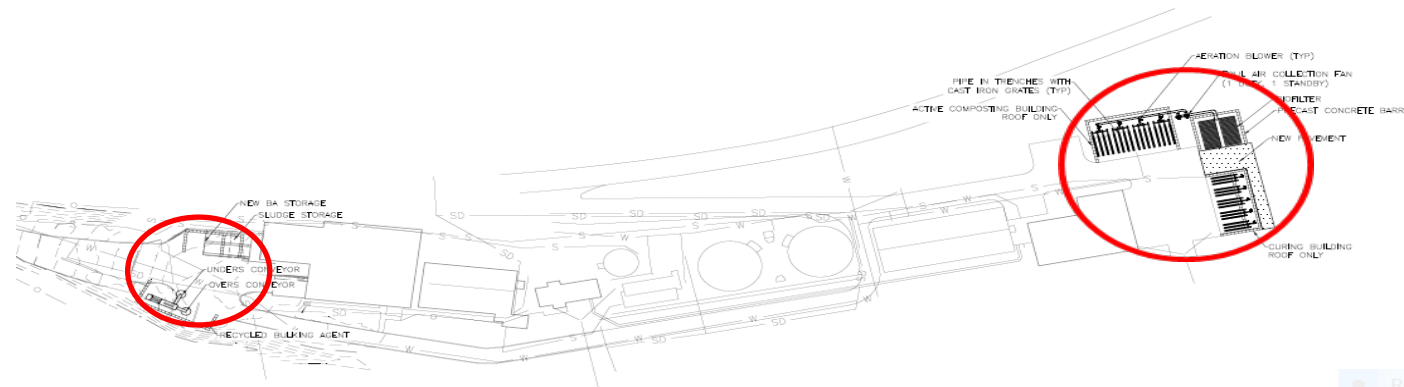
Odor Emissions - WWTP

4 DTPW facility roof only configuration

Odor Source	Odor Concentration (ou/m ³)	Odor emission Rate (ou/sec)
Active compost piles	350.0	52
Curing piles	300.0	36
Sludge storage	10,000.0	101
Biofilter	300.0	981
Total		1,170

4 DTPW facility fully enclosed

Odor Source	Odor Concentration (ou/m ³)	Odor emission Rate (ou/sec)
Biofilter	300.0	981
Sludge storage	10,000.0	101
Curing Pile 1	300.0	22
Total		1,104



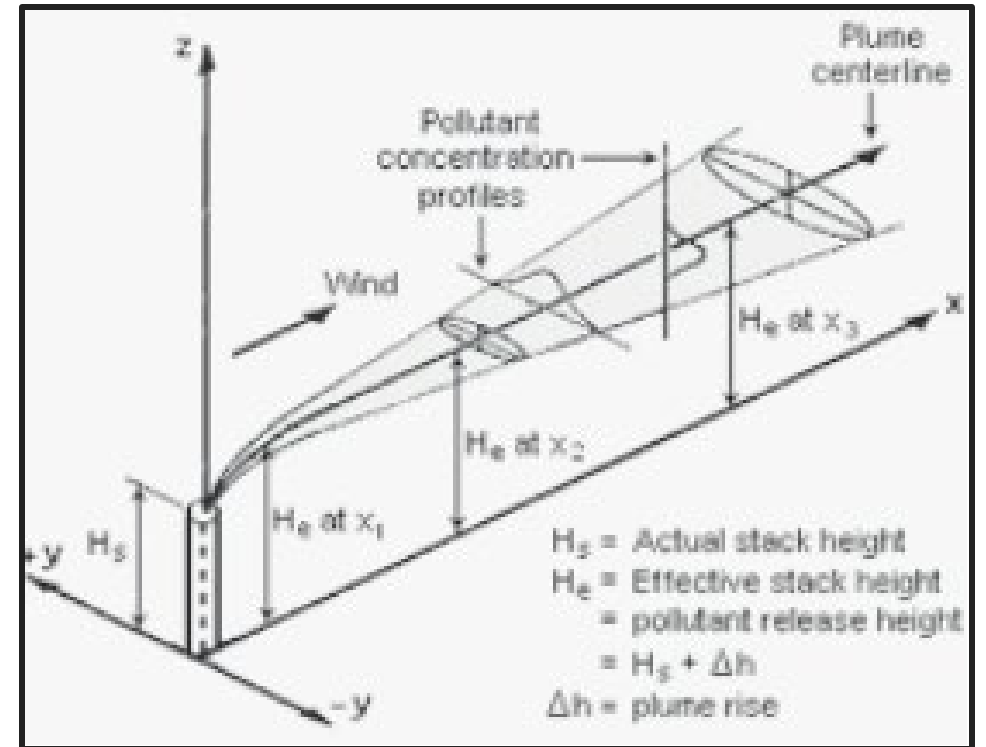
Odor Modeling & Targets

SCREEN 3 Model

- Steady state Gaussian plume dispersion model
- Screening level approximation of odors
- Uses actual topography
- Uses varying winds in all directions
- Tends to over-estimate odors

Target emissions

- State unofficial requirement is $< 5 \text{ ou/m}^3$ beyond Facility Boundary
- This includes treated emissions from biofilter (mulch like odor)



Odor Modeling Results – Sandy Lane



Odor Modeling Results – Sandy Lane



Odor Modeling Results

Results are much better than they look at first glance

- Biofilter is the cause of offsite emissions $> 5 \text{ ou/m}^3$
- Biofilter exhaust is treated air with mulch like odor
- Screen 3 model is conservative and generally over states odors
- Maximum odors offsite are still relatively low 70 ou/m^3 at 50 meters

Odor Modeling Results

How to ensure compliance

- Enclose biofilter
- Exhaust biofilter through upblast fans in the roof of the enclosure
- This is a proven successful approach



Nantucket Co-Composting Facility
80,000 CFM Biofilter



Calgary Co-Composting
Facility
510,000 CFM Biofilter



Humber WWTP
30,000 CFM Biofilter Under Parking
Lot

Economics

Opinion Of Probable Cost

Economics of 4 DTPW Facility at Sandy Lane

	Capital		O&M		Total	
	Construction	Mobile Equipment	With Revenue	Without Revenue	With Revenue	Without Revenue
Cost	\$ 3,132,000 ¹	\$ 615,000	\$ 220,000 ²	\$ 230,000		
Interest Discount Rate	2.5%	3.0%	2.5%	2.5%		
Term (years)	20	10	20	20		
Annualized cost	\$ 201,000	\$ 73,000	\$ 220,000	\$ 230,000	\$ 494,000	\$ 504,000
NPV	\$ 3,132,000	\$ 615,000	\$ 3,430,000	\$ 3,586,000	\$ 7,177,000	\$ 7,333,000

Economics of 10 DTPW Facility at Sandy Lane

	Capital		O&M		Total	
	Construction	Mobile Equipment	With Revenue	Without Revenue	With Revenue	Without Revenue
Cost	\$ 4,965,000 ¹	\$ 615,000	\$ 194,000 ²	\$ 452,000		
Interest Discount Rate	2.5%	3.0%	2.5%	2.5%		
Term (years)	20	10	20	20		
Annualized cost	\$ 319,000	\$ 73,000	\$ 194,000	\$ 452,000	\$ 585,000	\$ 844,000
NPV	\$ 4,965,000	\$ 615,000	\$ 3,025,000	\$7,047,000	\$8,605,000	\$ 12,627,000

Conclusions

Odor Modeling Results

Feasibility of a Montague Compost Facility

- Sandy Lane is the best site
- Odors and nuisance conditions can be prevented
- Alternative disposal in the region is needed
- PFAS PFOA Regulation remain and future risk
 - If needed compost will be easier to landfill then dewatered sludge



7

WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Thursday, April 28, 2022 10:13 AM
To: WendyB-Montague Selectboard
Cc: Walter Ramsey - Montague Planner
Subject: EOI Feedback 4.5.22.pdf
Attachments: EOI Feedback 4.5.22.pdf; Rural_Small Town FY23 Guidelines.pdf

Hi Wendy (and Walter)

Monday's agenda includes discussion of both the Town Comprehensive Plan (possible funding through MVP grant) and the feasibility study for a Sludge Composting Facility. These two projects were the focus of our Expression of Interest to MA HED and the One-Stop for Growth Grant Program. As per the response to our EOI, both would be eligible for the same sub-program under the One-Stop umbrella – the Rural and Small Town Development Fund. We can only have one project funded through that program.

I would like the Selectboard to formally consider which project to submit through the One-Stop program and to offer approval for submittal of said grant application, which we'll begin work on following their approval and report back on later in the spring. Applications will be accepted beginning May 2nd with a final submission deadline of June 3rd.

Attached is feedback to the EOI and a copy of the program guidelines.

Thanks - Steve



Expression of Interest Feedback Report

Applicant Organization: Montague
Document ID: EXP-FY23-Montague-Montague*-00470
Submission Date: 03/17/2022

Thank you for submitting an Expression of Interest (EOI) to the Community One Stop for Growth. We are excited to partner with you in the pursuit of opportunities to achieve economic growth for your organization and/or community.

Your submission has been reviewed by the One Stop Team, which includes representatives from EOHED, DHCD, MassDevelopment, and other state partner agencies as deemed necessary. This report summarizes the team's collective review of your EOI, and provides feedback and comments intended to assist you in the decision, and preparation, to submit your Full Application(s) for consideration in the current funding round.

GENERAL FEEDBACK:

- Based on the Rural and Small Town designation, the municipality qualifies for consideration by the [Rural and Small Town Development Fund](#) for projects submitted in the Planning and Zoning, Site Preparation, Building, and Infrastructure categories. Please note that the Rural and Small Town Development Fund will fund a maximum of one (1) project per community. The applicant should carefully review the guidelines for the [Rural and Small Town Development Fund](#) for details about how this type of project would be evaluated.

PROJECT SPECIFIC FEEDBACK:

- **Project 1: Biosolids Composting Facility Design Study and Community Engagement**
 - Based on the description, the team confirms that this project is eligible and would fit in the Site Preparation category.
 - Based on the Rural and Small Town designation, the municipality qualifies for consideration by the [Rural and Small Town Development Fund](#) for projects submitted in the Site Preparation category. The applicant should carefully review the guidelines for the [Rural and Small Town Development Fund](#) for details about how this type of project would be evaluated.

- **Project 2: Montague Comprehensive Plan Phase II: Analysis and Recommendations**

- Based on the description, the team confirms that this project is eligible and would fit in the Planning and Zoning category.
- In this case, the applicant should carefully review the guidelines for the Community Planning Grants for information on how this type of project would be evaluated.

In conclusion, the guidance provided above is intended to help a prospective applicant decide if they will submit a Full Application(s) to the One Stop and to provide guidance for how to strengthen such submission(s). This advice is not meant as a promise or guarantee that an application will be successful. Eligible applicants are expected to review and adhere to the posted guidelines for the programs in the corresponding categories in which they plan to submit. All applications will be reviewed and/or scored on a competitive basis.



Rural and Small Town Development Fund Grant Program

Program Information and Guidelines FY2023

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Commonwealth of Massachusetts

Charles D. Baker, Governor | Karyn E. Polito, Lt. Governor | Mike Kennealy, Secretary

**Rural and Small Town Development Fund
Grant Program
FY 2023**

Introduction

The Baker-Polito administration is pleased to provide a grant program to provide communities funding for projects in Rural and Small Towns -- towns with populations less than 7,000 or with a population density of less than 500 persons per square mile (measured by the 2020 US Census).

Rural and Small Town grants may be used for a variety of activities that support economic development, job creation and housing and climate resilience initiatives in small towns or rural areas of the commonwealth. Activities may include capital projects such as construction, modernization, or major repair of physical infrastructure, acquisition of property or interests in property; long-lived equipment; feasibility, engineering or schematic designs for capital projects. Planning and zoning projects may also be funded by this program. For FY23, approximately \$3 Million is available in grants.

Grants in this category will likely be \$25,000-\$400,000.

Examples of these projects include:

- Rehabilitation of housing in a rural community to bring an underutilized property back onto the market.
- Design or construction of a new water line connection to an adjacent town or making plans to consolidate water districts for an area served only by wells.
- Physical infrastructure improvements to increase safety and mobility between residential and commercial areas that increases and promotes alternative modes of transportation.
- Address town infrastructure through public building improvements that addresses a local need.
- Create a housing production plan to better understand housing needs of the community and identify strategies to reduce gaps in existing housing relative to identified needs.
- Create a multi-family zoning district near a transit station to comply with M.G.L. Chapter 40A, Section 3A “draft guidelines”.
- Review zoning ordinances and create a plan to update zoning rules to unlock potential housing production and economic development growth.

Eligibility and Criteria

Eligible Applicants: Massachusetts’ municipalities with a population of 7,000 or less as of the 2020 US Census or towns with less than 500 persons per square mile, and related service districts or redevelopment authorities. **(See Appendix 2 for a list of qualifying municipalities)**

Use of Funds: Funding is available through “Planning and Zoning,” “Site Preparation,” “Buildings (vertical),” and “Infrastructure (horizontal)” categories of the One Stop development continuum. Grants will fund capital projects such as construction, modernization, or major repair of physical infrastructure, acquisition of property or interests in property; long-lived equipment; feasibility, engineering or schematic designs for capital projects. Funding may also be used for planning and zoning projects for a variety of activities related to land use, such as the development of a Master Plan, Housing Production Plan, Zoning revisions including for MBTA Communities seeking to comply with “draft guidelines” for M.G.L. Chapter 40A, Section 3A, Urban Renewal Plan, Land Use Plan, Downtown Plan, Parking Management Plan, District Improvement Financing (DIF) Plan, Municipal Surplus Property Disposition Plan, or Other Strategic Plan.

Timing: FY23 grants are expected to be awarded in the fall of 2022 and **must be completed by June 30, 2024.**

Maximum Award Amount: \$400,000 is the maximum grant award for projects that fall under the site preparation, building, or infrastructure One Stop development continuum categories. Projects that fall under the planning and zoning One Stop development continuum category will be typically capped at \$75,000 and may exceed that amount only if proof of need demonstrates the need for additional funding. DHCD reserves the right to reduce the amount of the award from the original request, and to deny award to communities who owe funds to DHCD. Funding availability is subject to approval of state budgets.

Community One Stop for Growth Application

The Community One Stop for Growth is a single online application portal designed to allow applicants to apply for consideration of multiple sources of funding to support multiple phases and facets of a project. To help guide applicants, the One Stop uses a Development Continuum or lifecycle that describes how a typical economic development project moves from concept to reality within diverse communities. The One Stop encourages applicants to think about their economic development priorities in the context of the Development Continuum, both to guide applicants towards best practices and strategies and to help applicants identify the types of projects that will help achieve their economic development priorities. Applicants should consider this spectrum of activities as it prepares to submit applications to the One Stop, thinking fully about the steps necessary for progress in the development of a project.



Programs	Community Capacity Building	Planning & Zoning	Site Preparation	Buildings (vertical)	Infrastructure (horizontal)
Commonwealth Places	✓				
Urban Agenda	✓				
Mass Downtown	✓	✓			
Real Estate Services	✓	✓			
Community Planning		✓			
Brownfields			✓		
Site Readiness			✓		
Collaborative Workspace				✓	
Under Utilized Properties				✓	
MassWorks					✓
Housing Choice		✓			✓
Rural Development		✓	✓	✓	✓

Figure 1: One Stop for Growth Development Continuum.

The application is organized into the following sections:

- Core Questions (Sections 1 and 2), plus site information, if applicable,
- Additional Questions (Sections 3 through 7), based on the development continuum and the project components selected by the applicant,
- Additional Questions for Housing Choice Communities (Sections 8), only for communities designated as Housing Choice,
- Certification of Application Submission Authority (Section 9),
- Other Attachments (Section 10), for attachments related to special projects.

A full proposal packet for consideration of Rural and Small Town funding must include complete responses to all applicable questions in the following sections:

Core Questions (Sections 1 and 2), plus site information, if applicable,

- **Section 1 - Applicant Information/Background:** Identifying information of the applicant, and partners, if applicable.
- **Section 2 - Project Information:** In this section, applicants will provide general project information, such as the project name, description, leadership and the ability to execute the project, timeline and anticipated outcomes. Applicant will indicate the category of funding for which they would like the project to be considered in question 2.1, which

will drive additional questions. Those applying to the Site Preparation, Buildings and Infrastructure categories must complete the Site Information questions, which include identification of the specific site, ownership, and zoning.

Additional Questions (Sections 3 through 8), based on the development continuum and the project components selected by the applicant in Section 2, Question 2.1,

- **Section 4 – Planning and Zoning Additional Questions**: This section is where applicants will provide detail about the proposed planning project, outcomes, leadership and implementation.
- **Section 5 – Site Preparation Additional Questions**: This section is where applicants will provide detail about the specific project site for which funding is requested. Includes detailed scope(s) of work, site details, historic environmental reports, and budget. Additional questions are required for Brownfields related applications.
- **Section 6 – Building Additional Questions**: This section is where applicants will provide detail about the specific capital building project for which funding is requested. Includes detailed scope(s) of work, public purpose, details about the property, planned use, and budget.
- **Section 7 - Infrastructure (Horizontal Construction) Additional Questions**: This section is where applicants will provide detail about the specific public infrastructure project for which funding is requested. Includes detailed scope(s) of work, budget, design and permitting status, and for non-Small Town Road Assistance Program (STRAP) requests, questions about the specific private development being leveraged.

Certification of Application Submission Authority (Section 9),

- **Section 9 - Certification of Application Submission Authority**: Signature page certifying the authority to submit the application on behalf of the applying entity and attesting that all responses are true and accurate.

Other/Optional Attachments (Section 10),

- **Section 10 - Other/Optional Attachments**: This section allows submit other attachments to support the application, including other site images, partner letters or support letters. Please note that these items will generally not be scored or assessed as part of the formal evaluation of the proposal.

IMPORTANT: The sections outlined above relate only to the Rural and Small Town Development Fund category. Applicants may be required to complete other sections of the Community One Stop application, depending on the other categories they may have selected. Please review the instructions for the One Stop carefully.

- All applications must be submitted electronically. The online application portal, IGX, can be accessed at <https://eohed.intelligrants.com>. An online webinar outlining the use of the system will be available on the site. (See Appendix 3 for additional guidance on accessing online application.)
- The application form template and link to the portal will also be available on the EOHEd webpage. Applicants will have at least 12 weeks to review the application questions and prepare their project proposal.
- Eligible applicants may submit funding requests for more than one project in the same round. However, a separate application, and completed Section 11, is required for each project. Each proposal will be evaluated independently against the criteria and will be competing directly with all other proposals.
- It is the responsibility of the applicant to be aware of all requirements and deadlines, and to ensure that their application is complete and submitted on time. All applications will be logged as to date and time received and kept on file as public record. Late submissions will not be considered.
- DHCD reserves the right to solicit additional information from applicants in order to confirm or clarify factual or procedural responses to application requirements such as copies of legal advertisements, minutes, survey instruments, letters, etc. Acceptance of these materials is subject to DHCD's satisfaction that the omitted material was in existence at the time of application and submission of the requested documents is made within a specified timeframe.



As part of the One Stop for Growth Continuum (*see figure 1 above*), if your community is designated as a Housing Choice Community, you are eligible to apply for consideration by that grant program. If you choose to do so, please review the Housing Choice Grant Program guidelines.

Rural and Small Town Evaluation Criteria

Grant proposals will be scored for the responsiveness to the following criteria. See Appendix 1 for full Evaluation Criteria and Scoring:

- **Project Need:** What community needs are met by the project? Preference will be given to projects that lead to or support housing production; create economic development; respond to COVID-19 related need; respond to clearly defined local priority; address a need identified in another community based or identified plan; address local transportation needs; address local infrastructure needs; lead to, support, or aim to identify other needs.
- **Project Readiness:** Is the project reasonable and achievable within proposed timeline; led by appropriate leadership with the requisite experience and ability to execute the project; ready to implement or be executed; feasible and achievable?
- **Project Financial Feasibility:** Is the project's budget reasonable? Preference will be given to projects that leverage funding outside of the requested grant funds but is not

required. Projects with a cash match over 10% will receive special consideration. In-kind contributions are not match eligible.

- **Progress & Commitment to Date:** Does the applicant show commitment to the project through past activity and investment?
- **Project Outcomes & Impact:** What are the projected outcomes of this project and the impact this project may have on the community? How is equity included in your project? **(See appendix 4 for equity information and definitions)**
- **Rural and Small Town Bonus Points:** The [2019 Rural Policy Plan for the Commonwealth of Massachusetts, prepared by the Rural Policy Advisory Commission](#) identified several core strategies pertinent to this grant program. Scoring will be based on how well the project achieves or implements each relevant strategy.

Grant Award Process

Contract with DHCD and Award of Funds: Successful applicants must be ready to enter into a contract with DHCD within 30 days after receiving contract documents. Funding is subject to approval of the DHCD operating and capital budgets. Grant projects will begin upon the execution of the contract. **If selected, the grantee will be required to submit the following forms to complete a contract:**

- Commonwealth Standard Contract Form, filled out and signed by the Respondent.
- Commonwealth Scope and Budget Form (available from DHCD).
- Completed Contractor Authorized Signature Verification Form.

Grant Distribution and Invoicing: Granted funds will be disbursed on a reimbursement basis. Only work completed during the period of the executed contract will be eligible for reimbursement. Upon receipt of all required deliverables the community will be reimbursed for the balance of any outstanding grant funds.

APPENDIX 1: RURAL AND SMALL TOWN EVALUATION CRITERIA AND SCORING

Applications to the Rural and Small Town grant program will be eligible to receive a **maximum of 150 points** through a panel review process.

Core Rural and Small Town Scoring Criteria (maximum 120 points)

Project Need (maximum total 30 points)

Project need is scored based on demonstration of one or more of the following:

- Project responds to recent 40A reforms (MBTA Communities or simple majority zoning votes), results in net new increase in housing units, directly supports an approved housing project, or one built within the last 5 years, or ADA accessibility for housing and/or clearly relates to a COVID-19 capital need. **(25 points)**
- Project responds to pressing local priorities that address a need from COVID-19, or is included in or related to an adopted capital improvements plan, capital expenditures plan or ADA self-evaluation and transition plan or project included in strategic plan (housing, economic development, local transportation options) or other adopted method of identifying the particular project as a priority for the applicant community. **(20 Points)**
- Project responds to other municipally identified and documented need supporting housing, economic development, or local transportation options. **(15 points)**
- Project responds to other municipally identified need supporting housing, economic development, or local transportation options. **(10 points)**
- **BONUS:** The community does not have a full-time planner/project related municipal staff and requires consultant/non-municipal staff assistance to complete this project and unlock further housing or economic development potential. This bonus point will be awarded to communities that describe this need in project background. **(5 Points)**

Project Readiness (maximum total 20 points):

Readiness will be scored based on demonstration of the following:

- **Scope and Timeline:**
 - Project scope and timeline are feasible and within the grant timeline. **(5 points)**
 - Project may face scope and timeline challenges. **(3 points)**
 - Project is not achievable within proposed timeline or goes beyond allowed timeline. **(0 points)**
- **Leadership:**
 - Project leadership has requisite experience and ability to execute the project. **(5 points)**
 - Project leadership has some experience to lead the project. **(3 points)**
 - Project leadership has little to no experience leading a similar project. **(0 points)**
- **Timely project implementation:**
 - Project is ready to start and has identified a consultant that provided a cost estimate. **(5 points)**
 - Project is ready to release an RFP upon award. **(3 points)**

- Project is not ready to bid upon award. **(0 points)**
- **Construction readiness (for site preparation, building, and infrastructure only):**
 - Project is eligible for feasibility, design and/or engineering, or construction services by a contractor already under contract with the applicant. **(5 points)**
 - Project can start within 2 months of award using established purchasing consortia, municipal material and equipment bid results or other immediately available sources for capital items and the project has complete design and/or specifications and will proceed to bid upon grant award. **(3 points)**
 - Project is not ready to commence as steps outside of the scope of this project are needed to be completed prior to start. **(0 points)**
- **Community engagement (for planning and zoning only):**
 - Project includes a comprehensive public engagement plan. **(5 points)**
 - Project includes a limited public engagement plan. **(3 points)**
 - Project is missing a public engagement plan. **(0 points)**

Project Financial Feasibility (maximum 20 points):

Financial Feasibility will be scored based on demonstration of one or more of the following:

- The project request fully funds the project or fills the last funding gap in an otherwise fully funded project **(15 points)**
- Project request includes a draft warrant article or other recommended community funds request to pursue remaining funding with a funding award schedule that allows for project completion by grant deadline. **(10 points)**
- The project requests a portion of the funds necessary to complete the project and evidence of other grant applications and potential award schedule is provided **(5 points)**
- **BONUS:** The project includes more than 10% local funding match. Note that only cash counts as a match, staff time does not count as a match. **(5 points)**

Progress & Commitment to Date (maximum 15 points):

Commitment to Date will be scored based on demonstration of one or more of the following:

- Project is the result of either another previously identified planning document or community-based initiative that accomplishes a previously set community goal or is an update to a previously completed project that has met some or all its goals. **(15 Points)**
- Project responds to a community need that requires further evaluation and planning. **(10 Points)**
- Project is a new community, housing, or economic development tool being used by the community. **(5 points)**

Project Outcomes & Impact (maximum 35 points):

Outcomes & Impact will be scored based on demonstration of one or more of the following:

- Project will result in or directly support increased housing production, economic development, or infrastructure improvements that allow for housing, economic development, or transportation improvements including multi-modal access. **(15 Points)**

- Project will affect a single property or site. **(10 Points)**
- Project will not result in clear and direct improvement to increased housing production, economic development, infrastructure improvements, parking, transportation, or multimodal access but will improve the quality of life and wellbeing of current residents. **(5 Points)**
- **BONUS:** Project will develop materials for compliance with M.G.L. Chapter 40A, Section 3A “draft guidelines”. **(10 Points)**
- **BONUS:** Project demonstrates a strong equity focus and addresses the Sustainable Development Principle to “Advance Equity.” **(5 Points)**
- **BONUS:** Project will impact at least 1 census block group of an Environmental Justice Population in Massachusetts. **(5 Points)**

Rural and Small Town Bonus Point Scoring Criteria (maximum 30 points)

Rural Policy Plan Core Strategies (maximum 30 points):

The [2019 Rural Policy Plan for the Commonwealth of Massachusetts, prepared by the Rural Policy Advisory Commission](#) identified several core strategies pertinent to this grant program. Criteria below will be scored based on how well the project achieves or implements the strategy up to 10 points in total each.

Core Strategies For Rural Communities:

- Project will develop municipal capacity and incentives for service sharing and involve more than one community allowing for shared services and peer to peer learning opportunities. **(up to 10 points)**
- Project will directly relate to water and sewer infrastructure and to the design, enhancement or provision of water and sanitary sewer infrastructure. **(up to 10 points)**
- Project will develop or implement targeted economic development strategies for rural sectors and small towns and support economic development specific to rural communities and small towns. **(up to 10 points)**

APPENDIX 2: RURAL AND SMALL TOWNS DESIGNATIONS

The following 181 towns are eligible to apply for the Rural and Small Town grant program:

1. Adams	33. Chilmark	65. Harvard
2. Alford	34. Clarksburg	66. Hatfield
3. Aquinnah	35. Colrain	67. Hawley
4. Ashburnham	36. Conway	68. Heath
5. Ashby	37. Cummington	69. Hinsdale
6. Ashfield	38. Dalton	70. Holland
7. Athol	39. Deerfield	71. Hopedale
8. Avon	40. Dighton	72. Hubbardston
9. Barre	41. Douglas	73. Huntington
10. Becket	42. Dover	74. Ipswich
11. Belchertown	43. Dunstable	75. Lakeville
12. Berkley	44. East Brookfield	76. Lancaster
13. Berlin	45. Eastham	77. Lanesborough
14. Bernardston	46. Edgartown	78. Lee
15. Blandford	47. Egremont	79. Leicester
16. Bolton	48. Erving	80. Lenox
17. Bourne	49. Essex	81. Leverett
18. Boxborough	50. Florida	82. Leyden
19. Boxford	51. Freetown	83. Lincoln
20. Boylston	52. Gill	84. Lunenburg
21. Brewster	53. Goshen	85. Manchester-By-The-Sea
22. Brimfield	54. Gosnold	86. Marion
23. Brookfield	55. Granby	87. Mattapoissett
24. Buckland	56. Granville	88. Mendon
25. Carlisle	57. Great Barrington	89. Merrimac
26. Carver	58. Groton	90. Middleborough
27. Charlemont	59. Groveland	91. Middlefield
28. Charlton	60. Hadley	92. Millville
29. Chatham	61. Halifax	93. Monroe
30. Cheshire	62. Hampden	94. Monson
31. Chester	63. Hancock	95. Montague
32. Chesterfield	64. Hardwick	96. Monterey

97. Montgomery

98. Mount Washington

99. Nahant

100. Nantucket

101. New Ashford

102. New Braintree

103. New Marlborough

104. New Salem

105. Newbury

106. North Brookfield

107. Northfield

108. Oak Bluffs

109. Oakham

110. Orange

111. Orleans

112. Otis

113. Oxford

114. Palmer

115. Paxton

116. Pelham

117. Pepperell

118. Peru

119. Petersham

120. Phillipston

121. Plainfield

122. Plympton

123. Princeton

124. Provincetown

125. Rehoboth

126. Richmond

127. Rochester

128. Rockport

129. Rowe

130. Rowley

131. Royalston

132. Russell

133. Rutland

134. Sandisfield

135. Sandwich

136. Savoy

137. Sheffield

138. Shelburne

139. Sherborn

140. Shirley

141. Shutesbury

142. Southampton

143. Southwick

144. Spencer

145. Sterling

146. Stockbridge

147. Stow

148. Sturbridge

149. Sunderland

150. Sutton

151. Templeton

152. Tisbury

153. Tolland

154. Topsfield

155. Townsend

156. Truro

157. Tyringham

158. Upton

159. Uxbridge

160. Wales

161. Ware

162. Warren

163. Warwick

164. Washington

165. Wellfleet

166. Wendell

167. Wenham

168. West Bridgewater

169. West Brookfield

170. West Newbury

171. West Stockbridge

172. West Tisbury

173. Westhampton

174. Westminster

175. Westport

176. Whately

177. Williamsburg

178. Williamstown

179. Winchendon

180. Windsor

181. Worthington

APPENDIX 3: ACCESSING THE ONLINE APPLICATION

All applications to the Housing Choice Communities Capital Grant Program must be submitted electronically through the **Community One Stop for Growth application process**. The application will be available and accepted through the IGX Platform, which is the upgraded version of IntelliGrants. The system can be accessed at <https://eohed.intelligrants.com>. A user account is required. Below are the steps for getting into the system. **This is the same system that the MassWorks grant program has used since 2018.**

The municipality should activate a primary account with the municipal CEO and/or designee(s) as a “Grant Administrator”. This person(s) can then add other users, as necessary. Please refer to the IGX Grantee User Manual for technical instructions.

Current Admin Users – Municipal CEOs and/or designees who have used the IntelliGrants system in past rounds may be able to use their existing usernames to access the new application as a Grant Administrator in the IGX system. However, you must use the "Forgot Username/Password" function to reset your password when you first login and/or if you do not remember your username.

New Admin Users – If your community, or public entity, has not accessed the system in the past, a new registration is required. Similarly, this should be done by the municipal CEO and/or a designee. Click the “New User? Register Here” link to complete and submit a registration request. When that account is approved by EOHEd, an email notification will be sent from the system confirming designation as a Grant Administrator.

NOTE: All new requests for Grant Administrator must be approved by EOHEd. These will be reviewed as they are received. Applicants will get an email notification from the system confirming the approval. If confirmation not received after 48 hours, please contact onestop@mass.gov to request assistance.

Other Users – Once a Grant Administrator is established for your organization, that user(s) may then create and/or approve additional accounts for municipal staff and/or consultants, such as grant writers, engineers, etc. Requests for access to IGX should be made directly to your community’s Grant Administrator.

Starting an application – Once accounts are registered and/or approved, a Grant Administrator will be able to start an application(s), from the “My Opportunities” panel, and following the prompts in the portal. Any designated user may access, edit, and/or save an application on behalf of their organization, and are encouraged to save their work often, particularly after completing each section. However, only a Grant Administrator will be able to formally submit the application(s).

Submitting an application – Applications may be edited in IGX at any time up until the deadline. Official submissions to the Community One Stop for Growth will only be accepted during the posted dates. During that timeframe, the “Application Submitted” option will become available (**to Grant Administrators only**), to officially submit an application. Applicants will receive an email confirming receipt within 24 hours. If an email is not received after 24 hours, please contact onestop@mass.gov for assistance.

NOTE: If an application is erroneously submitted prior to being finished, the applicant may contact EOHEd to reopen the application for further editing and completion, as long as it is before the deadline. Staff will try to accommodate these requests as they are received but may not be able to respond to all requests immediately. DHCD is not responsible for delays or missed deadlines due to applicant errors.

APPENDIX 4: EQUITY IN RURAL AND SMALL TOWN GRANT PROGRAM

Sustainable Development Principle: Advance Equity

The Commonwealth's [Sustainable Development Principles](#) define advancing equity as:

Advance Equity: Promote equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning and decision making to ensure social, economic, and environmental justice. Ensure that the interests of future generations are not compromised by today's decisions.

Environmental Justice Population

The Commonwealth defines a neighborhood as an [Environmental Justice Population](#) if one or more of the following four criteria are true:

1. the annual median household income is not more than 65 per cent of the statewide annual median household income;
2. minorities comprise 40 per cent or more of the population;
3. 25 per cent or more of households lack English language proficiency; or
4. minorities comprise 25 per cent or more of the population and the annual median household income of the municipality in which the neighborhood is located does not exceed 150 per cent of the statewide annual median household income.

To assess whether at least 1 census tract in your project area is an EJ community you may use the following map and community list:

- [Environmental Justice Map Viewer](#)
- [List of Massachusetts Cities & Towns with Environmental Justice Populations](#)

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. 3 and 4
Invoice # 2021-187-3 and Invoice # 2021-187-4
TOWN OF MONTAGUE FY20 (6J)
AVENUE A STREETScape PHASE III
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060**

Date: April 25, 2022

Original Contract Amount:	26,400.00
Total Contract	26,400.00
Total Paid to Date:	\$5,159
Balance:	21,241.00
This Invoice:	2,526.00
Balance:	18,715.00

Work Items Complete:

See attached invoices dated: February 11, 2022 and April 25, 2022 FY2020 CDBG Funds allocated: \$2,526.00	FY2020 CDBG \$ 2,526.00
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I reviewed this invoice on _____ and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$2,526.00**

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



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 # 2021-187-3

February 11, 2022

Project No: 2021-187

Re: Montague - Shea Theater - Avenue A Streetscape

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: bmchugh@fcrhra.org, spleasant@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Bidding	\$6,700.00	95.00%	18.00%	\$1,206.00
Construction Administration	\$19,700.00	0.00%	0.00%	\$0.00
	\$26,400.00			
Subtotal Task Charges				\$1,206.00

Reimbursable Expenses

Martin Geo Environmental: GPR/Locating Services, Report	01/11/2022	\$1,500.00
BidDocs: Bid Administration	01/31/2022	\$402.50
Subtotal Reimbursable Expenses		\$1,902.50

INVOICE TOTAL **\$3,108.50**

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.



**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 # 2021-187-4

April 25, 2022

Project No: 2021-187

Re: Montague - Shea Theater - Avenue A Streetscape

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

Email invoices to: bmchugh@fcrhra.org, spleasant@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Bidding	\$6,700.00	100.00%	5.00%	\$335.00
Construction Administration	\$19,700.00	5.00%	5.00%	\$985.00
	\$26,400.00			
Subtotal Task Charges				\$1,320.00

INVOICE TOTAL **\$1,320.00**

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.

Statement of Accounts

Invoice	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
2021-187-3	2/11/2022	\$0.00	\$0.00	\$3,108.50	\$0.00	\$3,108.50
Total Prior Billing		\$0.00	\$0.00	\$3,108.50	\$0.00	\$3,108.50

Total Due **\$4,428.50**

8B



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: April 25, 2022

Original Contract Amount:	9,000.00
Total Contract	9,000.00
Total Paid to Date:	\$684
Balance:	8,316.00
This Invoice:	\$5,040.00
Balance:	3,276.00

Work Items Complete:

See attached invoice dated: April 25, 2022 FY2020 CDBG Funds allocated:	FY2020 CDBG \$ 5,040.00
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I reviewed this invoice on April 25, 2022 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$5,040.00**

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 # 2022-017-2

April 25, 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 February 1, 2022 to March 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	63.60%	56.00%	\$5,040.00
	<u>\$9,000.00</u>			
Subtotal Task Charges				\$5,040.00
INVOICE TOTAL				\$5,040.00

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.

AGREEMENT

BY AND BETWEEN

TOWN/CITY OF MONTAGUE

AND

WILDFLOWER ALLIANCE

THIS AGREEMENT, was made as of the 1st day of April, 2022 by and between the Town/City of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and **WILDFLOWER ALLIANCE** , Western Massachusetts Training Consortium, 187 High Street, Suite #202, Holyoke, MA 01040 (hereinafter referred to as the SUBGRANTEE).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of **FY2021 WILDFLOWER ALLIANCE Peer Support and Advocacy Services for Residents in Recovery Program**, (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY 2021 Grant Program objectives.

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

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

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

<u>Progress Report</u>	<u>Quarter Ending</u>	<u>Date Due</u>
#1	06/30/22	07/07/22
#2	09/30/22	10/07/22
#3	12/31/22	01/07/23
#4	03/31/23	04/07/23

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

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

6. TIME OF PERFORMANCE: The services of the SUBGRANTEE are to commence on or about April 1, 2022, and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by March 31, 2023.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the SUBGRANTEE a total fee in amount not to exceed **TWENTY THOUSAND** Dollars (\$20,000.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The SUBGRANTEE shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The SUBGRANTEE shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

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

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

8.2 ACCESS TO RECORDS: The SUBGRANTEE shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the

Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the SUBGRANTEE which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the SUBGRANTEE. In case of termination, all finished and unfinished documents and records of the SUBGRANTEE relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

8.5 NON-DISCRIMINATION: The SUBGRANTEE shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478; Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

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

8.6 PROCUREMENT STANDARDS: The SUBGRANTEE shall adhere to the requirements set forth in and Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUBGRANTEE shall maintain records sufficient to detail the process for procurement.

8.7 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11478, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246 Equal Employment

Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

8.8 EMPLOYMENT OPPORTUNITIES: Where applicable, the SUBGRANTEE shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8.9 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the SUBGRANTEE shall adhere to the provisions of State Executive Orders 215 and 526.

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

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

8.12 DOMESTIC PREFERENCES FOR PROCUREMENTS: Pursuant to 2 CFR § 200.322, the SUBGRANTEE should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The SUBGRANTEE shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.

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

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

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

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

12. CONFIDENTIALITY: The SUBGRANTEE will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and DHCD, consistent with applicable federal and Commonwealth

laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

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

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

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

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

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

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

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

17. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter "SAM"), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The MUNICIPALITY is not currently debarred or suspended by the federal or state government under any law or regulation. The SUBGRANTEE certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.

18. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors, including both the MUNICIPALITY and the SUBGRANTEE, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The SUBGRANTEE shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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

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

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

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

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

Approvals and Signatures

By: TOWN/CITY OF MONTAGUE:	By: SUBGRANTEE
Authorized Signatory _____	Kristel Applebee, Executive Director
Date _____	Date _____
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
Town/City Accountant _____	Town Counsel/City Solicitor _____
Date _____	Date _____
<u>Approval of Contract as to Appropriate Procurement Method</u>	
Town/City Procurement Officer _____	
Date _____	

ATTACHMENT A

TOWN OF MONTAGUE SUBGRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which WILDFLOWER ALLIANCE (the SUBGRANTEE) will perform as administering agency for the Town of Montague's FY 2021 Community Development Fund/Massachusetts Community Development Block Grant *Peer Support and Advocacy Services for Residents in Recovery Program* (the PROGRAM). The SUBGRANTEE will provide all administrative and program services necessary to implement the PROGRAM and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Department of Housing and Community Development (DHCD).

GENERAL ADMINISTRATION

The SUBGRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the program activity.
3. Prepare and submit all required reports to the Town's administering agency, FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY, to be shared with DHCD and Town residents.

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2021 Montague Community Development Fund application: "**PEER SUPPORT AND ADVOCACY SERVICES FOR RESIDENTS IN RECOVERY PROGRAM.**"

OFFICE LOCATION: The Program office will be located at the SUBGRANTEE's rented program space:

WILDFLOWER ALLIANCE
c/o The Brick House, Third Street
Turners Falls, MA 01376

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

ATTACHMENT B

METHOD AND COMPENSATION SCHEDULE

The Town will pay **WILDFLOWER ALLIANCE, INC. (SUBGRANTEE)**

TWENTY THOUSAND DOLLARS (\$20,000.00) for implementaiton of the **PEER SUPPORT AND ADVOCACY SERVICES FOR RESIDENTS IN RECOVERY PROGRAM** (“the Program”) of the 2021 Town of Montague Community Development Fund grant program for the program year ending March 31, 2023. Should any extension of the Program beyond that date be agreed to as a Grant Agreement by DHCD, SUBGRANTEE will, with the Town’s written approval, continue to provide the services under this contract sa long as such Grant Agreement remains in effect. Payment to SUBGRANTEE will be as specified below:

- SUBGRANTEE may invoice monthly or quarterly for the months of April 1, 2022, through March 31, 2023, up to a maximum of \$20,000 providing satisfactory progress toward the stated goal is achieved.
- Billings shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses. On a quarterly basis, participant documentation must also be submitted.

SUBGRANTEE Fee and Program Schedule:

PROJECT BUDGET FORM*

Program Name: Western Mass Recovery Learning Community (RLC) – Montague Expansion
Program Period: 12 months

PERSONNEL Position:	Hourly Rate	Hours Per Week	# Weeks	Total Program Cost	CDBG Cost	Non-CDBG Cost
Oversight	\$20	2	52	2080	2080	0
Advocate 1	\$15	12	52	9360	9360	0
TOTAL SALARY				11,440	11,440	0
Taxes				1144	1144	0
Fringe				1487	1487	0
TOTAL PERSONNEL				14,071	14,071	0
ADMINISTRATIVE COSTS						
Rent, utilities, security				5000	200	4800
Telephone				0	0	0
Insurance				N/A	0	0
Postage				N/A	0	0
Supplies & Materials				1229	1229	0
Travel/Mileage				600	0	600
Consultants				3000	3000	0
Accounting				N/A	0	0
Reproduction/Printing				N/A	0	0
Advertising				N/A	0	0
Community events				N/A	0	0
Indirect				4669	1500	3169
TOTAL ADMINISTRATIVE				14,498	5929	8569
TOTAL PROGRAM COSTS				28,569	20,000	8569

AGREEMENT

BY AND BETWEEN

TOWN/CITY OF MONTAGUE

AND

MONTAGUE CATHOLIC SOCIAL MINISTRIES

THIS AGREEMENT, was made as of the 1st day of April, 2022 by and between the Town/City of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and **MONTAGUE CATHOLIC SOCIAL MINISTRIES**, 41-43 Third Street and 78 Avenue A Turners Falls, MA 01376, hereinafter referred to as the SUBGRANTEE).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of **FY2021 MONTAGUE CATHOLIC SOCIAL MINISTRIES *Families Learning Together Strong Program***, (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY 2021 Grant Program objectives.

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

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

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

<u>Progress Report</u>	<u>Quarter Ending</u>	<u>Date Due</u>
#1	06/30/22	07/07/22
#2	09/30/22	10/07/22
#3	12/31/22	01/07/23
#4	03/31/23	04/07/23

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

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

6. **TIME OF PERFORMANCE:** The services of the SUBGRANTEE are to commence on or about April 1, 2022, and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by March 31, 2023.

7. **PAYMENTS AND COMPENSATION:** The MUNICIPALITY will pay the SUBGRANTEE a total fee in amount not to exceed **TWENTY THOUSAND** Dollars (\$20,000.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

8.1 **RETENTION OF RECORDS:** The SUBGRANTEE shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The SUBGRANTEE shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

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

8.1.1. **PHOTOGRAPHIC DOCUMENTATION (for construction projects only):** SUBGRANTEE shall submit photographs to the MUNICIPALITY of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of quarterly progress reports.

8.2 **ACCESS TO RECORDS:** The SUBGRANTEE shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or

his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the SUBGRANTEE which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the SUBGRANTEE. In case of termination, all finished and unfinished documents and records of the SUBGRANTEE relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

8.5 NON-DISCRIMINATION: The SUBGRANTEE shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478; Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

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

8.6 PROCUREMENT STANDARDS: The SUBGRANTEE shall adhere to the requirements set forth in and Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUBGRANTEE shall maintain records sufficient to detail the process for procurement.

8.7 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11478, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246 Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.8 EMPLOYMENT OPPORTUNITIES: Where applicable, the SUBGRANTEE shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8.9 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the SUBGRANTEE shall adhere to the provisions of State Executive Orders 215 and 526.

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

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

8.12 DOMESTIC PREFERENCES FOR PROCUREMENTS: Pursuant to 2 CFR § 200.322, the SUBGRANTEE should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The SUBGRANTEE shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.

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

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

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

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

12. CONFIDENTIALITY: The SUBGRANTEE will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and

any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

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

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

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

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

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

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

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

17. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter "SAM"), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive

Order 12549. The MUNICIPALITY is not currently debarred or suspended by the federal or state government under any law or regulation. The SUBGRANTEE certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.

18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the SUBGRANTEE, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The SUBGRANTEE shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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

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

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

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

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

Approvals and Signatures

By: TOWN/CITY OF MONTAGUE :	By: SUBGRANTEE
Authorized Signatory _____	Heather Wood, Executive Director
Date _____	Date _____
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
Town/City Accountant _____	Town Counsel/City Solicitor _____
Date _____	Date _____
<u>Approval of Contract as to Appropriate Procurement Method</u>	
Town/City Procurement Officer _____	
Date _____	

ATTACHMENT A

TOWN OF MONTAGUE SUBGRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which Montague Catholic Social Ministries (the SUBGRANTEE) will perform as administering agency for the Town of Montague's FY 2021 Community Development Fund/Massachusetts Community Development Block Grant *Families Learning Together Strong Program* (the PROGRAM). The SUBGRANTEE will provide all administrative and program services necessary to implement the PROGRAM and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Department of Housing and Community Development (DHCD).

GENERAL ADMINISTRATION

The SUBGRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the program activity.
3. Prepare and submit all required reports to the Town's administering agency, FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY, to be shared with DHCD and Town residents.

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2021 Montague Community Development Fund application: **"FAMILIES LEARNING TOGETHER STRONG PROGRAM."**

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

MONTAGUE CATHOLIC SOCIAL MINISTRIES, Inc.
41-43 Third Street and 78 Avenue A
Turners Falls, MA 01376

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

ATTACHMENT B

METHOD AND COMPENSATION SCHEDULE

The Town will pay **MONTAGUE CATHOLIC SOCIAL MINISTRIES, INC. (SUBGRANTEE)**

TWENTY THOUSAND DOLLARS (\$20,000.00) for implementaiton of the **FAMILIES LEARNING TOGETHER STRONG PROGRAM** (“the Program”) of the 2021 Town of Montague Community Development Fund grant program for the program year ending March 31, 2023. Should any extension of the Program beyond that date be agreed to as a Grant Agreement by DHCD, SUBGRANTEE will, with the Town’s written approval, continue to provide the services under this contract sa long as such Grant Agreement remains in effect. Payment to SUBGRANTEE will be as specified below:

- SUBGRANTEE may invoice monthly or quarterly for the months of April 1, 2022, through March 31, 2023, up to a maximum of \$20,000 providing satisfactory progress toward the stated goal is achieved.
- Billings shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, participant documentation reporting must also be submitted.

SUBGRANTEE Fee and Program Schedule:

PROJECT BUDGET FORM						
Program Name:		Families Learning Together Program (the "Program")				
Program Period:		12 months				
PERSONNEL Position:	Hourly Rate	Hours Per Week	# Weeks	Total Program Cost	CDBG Cost	Non- CDBG Cost
Program Coordinator	15	7	44	\$ 4,620.00	\$ 4,020.00	\$ 600.00
Early Education Teacher	15	12	44	\$ 7,920.00	\$ 8,480.00	\$ 1,440.00
Early Education Teaching Asst.	13	12	36	\$ 6,616.00	\$ 5,616.00	
Early Education Teaching Asst.	12	3	36	\$ 1,296.00		\$ 1,296.00
Executive Director	21	2	52	\$ 2,184.00	\$ 1,092.00	\$ 1,092.00
TOTAL SALARY				\$ 21,636.00	\$ 17,208.00	\$ 4,428.00
Taxes				\$ 1,128.00	\$ 1,128.00	\$ -
Fringe				\$ 415.00	\$ 315.00	\$ 100.00
TOTAL PERSONNEL				\$ 23,177.00	\$ 18,649.00	\$ 4,528.00
ADMINISTRATIVE COSTS						
Rent, utilities, security				\$ 450.00	\$ 450.00	\$ -
Telephone						
Insurance						
Postage						
Supplies and Materials				\$ 250.00	\$ 250.00	
Travel/mileage						
Consultants						
Accounting				\$ 673.00	\$ 401.00	\$ 272.00
Reproduction/printing				\$ 450.00	\$ 250.00	\$ 200.00
Advertising						
Community events						
other:						
other:						
other:						
other:						
other:						
other:						
TOTAL ADMINISTRATIVE				\$ 1,823.00	\$ 1,351.00	\$ 472.00
TOTAL PROGRAM COSTS				\$ 25,000.00	\$ 20,000.00	\$ 5,000.00

AGREEMENT

BY AND BETWEEN

TOWN/CITY OF MONTAGUE

AND

LIFEPATH, INC.

THIS AGREEMENT, was made as of the 1st day of April, 2022 by and between the Town/City of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and **LIFEPATH, INC.** ;101 Munson Street, Suite 201; Greenfield, MA 01301, (hereinafter referred to as the SUBGRANTEE).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of **FY2021 LIFEPATH, INC. Home Sharing Program**, (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY 2021 Grant Program objectives.

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

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

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

<u>Progress Report</u>	<u>Quarter Ending</u>	<u>Date Due</u>
#1	06/30/22	07/07/22
#2	09/30/22	10/07/22
#3	12/31/22	01/07/23
#4	03/31/23	04/07/23

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

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

6. **TIME OF PERFORMANCE:** The services of the SUBGRANTEE are to commence on or about April 1, 2022, and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by March 31, 2023.

7. **PAYMENTS AND COMPENSATION:** The MUNICIPALITY will pay the SUBGRANTEE a total fee in amount not to exceed **TWENTY THOUSAND** Dollars (\$20,000.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. **GENERAL PROVISIONS:**

8.1 **RETENTION OF RECORDS:** The SUBGRANTEE shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The SUBGRANTEE shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

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

8.1.1. **PHOTOGRAPHIC DOCUMENTATION (for construction projects only):** SUBGRANTEE shall submit photographs to the MUNICIPALITY of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of quarterly progress reports.

8.2 **ACCESS TO RECORDS:** The SUBGRANTEE shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon

reasonable notice, to examine the books, records, and other compilative data of the SUBGRANTEE which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the SUBGRANTEE. In case of termination, all finished and unfinished documents and records of the SUBGRANTEE relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

8.5 NON-DISCRIMINATION: The SUBGRANTEE shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478; Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

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

8.6 PROCUREMENT STANDARDS: The SUBGRANTEE shall adhere to the requirements set forth in and Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUBGRANTEE shall maintain records sufficient to detail the process for procurement.

8.7 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11478, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246 Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 8.8 EMPLOYMENT OPPORTUNITIES: Where applicable, the SUBGRANTEE shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.
- 8.9 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the SUBGRANTEE shall adhere to the provisions of State Executive Orders 215 and 526.
- 8.10 LABOR STANDARDS: Where applicable, the SUBGRANTEE shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the SUBGRANTEE shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.
- 8.11 CONFLICT OF INTEREST: The SUBGRANTEE shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c.268A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq.
- 8.12 DOMESTIC PREFERENCES FOR PROCUREMENTS: Pursuant to 2 CFR § 200.322, the SUBGRANTEE should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The SUBGRANTEE shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.
- 8.13 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the MUNICIPALITY's Grant Agreement with DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The SUBGRANTEE shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.
9. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for Mass. CDBG, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.
10. INDEMNIFICATION: The SUBGRANTEE shall indemnify, defend, and hold the MUNICIPALITY harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the SUBGRANTEE's breach of this Agreement or the negligence or misconduct of the SUBGRANTEE, or the agents or employees.
11. LICENSES: The SUBGRANTEE shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, Attachment A, as required by federal, state or local laws or regulations, and shall comply with the provisions of 2 CFR Part 200.325 with respect to any bonding or other insurance requirements.
12. CONFIDENTIALITY: The SUBGRANTEE will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

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

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

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

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

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

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

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

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

18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the SUBGRANTEE, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The SUBGRANTEE shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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

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

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

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

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

Approvals and Signatures

<u>By: TOWN/CITY OF MONTAGUE:</u>	<u>By: SUBGRANTEE</u>
Authorized Signatory _____ Date _____	Barbara Bodzin, Executive Director Date _____
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
Town/City Accountant _____ Date _____	Town Counsel/City Solicitor _____ Date _____
<u>Approval of Contract as to Appropriate Procurement Method</u>	
Town/City Procurement Officer _____ Date _____	

ATTACHMENT A

TOWN OF MONTAGUE SUBGRANTEE SCOPE OF SERVICES

The following outlines the scope of consulting services which LifePath, Inc. (the SUBGRANTEE) will perform as administering agent for the Town of Montague's FY 2021 Community Development Fund/Massachusetts Community Development Block Grant *Home Sharing Program* (the PROGRAM). The SUBGRANTEE will provide all administrative and program services necessary to implement the PROGRAM and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Department of Housing and Community Development (DHCD).

GENERAL ADMINISTRATION

The SUBGRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the program activity.
3. Prepare and submit all required reports to the Town's administering agency, FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY, to be shared with DHCD and Town residents.

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2021 Montague Community Development Fund application: "**HOME SHARING PROGRAM.**"

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

LIFEPATH, INC.
101 Munson Street, Suite 201
Greenfield, MA 01301

CONTACTS: The contact person for the SUBGRANTEE will be Sharon L. Pleasant, Community Development Program Manager Franklin County Regional Housing & Redevelopment Authority 241 Millers Falls Road, Turners Falls, MA 01376 413.223.5215 or spleasant@fcrhra.org

ATTACHMENT B

METHOD AND COMPENSATION SCHEDULE

The Town will pay **LIFEPATH, INC. (SUBGRANTEE)**

TWENTY THOUSAND DOLLARS (\$20,000.00) for implementaiton of the **HOME SHARING PROGRAM** (“the Program”) of the 2021 Town of Montague Community Development Fund grant program for the program year ending March 31, 2023. Should any extension of the Program beyond that date be agreed to as a Grant Agreement by DHCD, SUBGRANTEE will, with the Town’s written approval, continue to provide the services under this contract sa long as such Grant Agreement remains in effect. Payment of SUBGRANTEE will be as specified below:

- SUBGRANTEE may invoice monthly or quarterly for the months of April 1, 2022, through March 31, 2023, up to a maximum of \$20,000 providing satisfactory progress toward the stated goal is achieved.
- Billings shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, participant documentation reporting must also be submitted.

SUBGRANTEE Fee and Program Schedule:

**LifePath Inc.
CDBG Montague
Application for Grant Year 2021 (12 months April 1, 2022 – March 31, 2023)
Project Budget**

	2021 CDBG Budget	2021 LifePath	2021 Proposed
<u>Revenues</u>			
Income - CDBG Grant Requested	\$ 20,000.00		\$ 20,000.00
LifePath & Local Funds		\$ 16,751.26	\$ 16,751.26
Net Revenues	\$ 20,000.00	\$ 16,751.26	\$ 36,751.26
<u>Program Expenses</u>			
Housing/Home Sharing Program Director	\$ 9,050.00	\$ 4,600.00	\$ 13,650.00
Director of Client Services	\$ 1,300.52	\$ -	\$ 1,300.52
Associate Director of Client Services	\$ 3,105.11	\$ -	\$ 3,105.11
Staff Travel	\$ 450.00	\$ 1,305.00	\$ 1,755.00
Training	\$ 154.00	\$ 346.00	\$ 500.00
Program Expenses	\$ 400.00	\$ 1,100.00	\$ 1,500.00
Marketing/Outreach	\$ 450.00	\$ 1,550.00	\$ 2,000.00
Equipment	\$ 650.00	\$ 1,000.00	\$ 1,650.00
Total Program Expenses	\$ 15,559.63	\$ 9,901.00	\$ 25,460.63
<u>General & Administrative Expenses</u>			
Fringe Benefits (33% of Salaries)	\$ 4,440.37	\$ 1,072.45	\$ 5,512.82
IDC (32% of Salaries)	\$ -	\$ 5,777.80	\$ 5,777.80
Total General & Administrative Expenses	\$ 4,440.37	\$ 6,850.26	\$ 11,290.62
Total Expenses	\$ 20,000.00	\$ 16,751.26	\$ 36,751.25
Net Income (Loss)	\$ 0.00	\$ -	\$ 0.00

AGREEMENT

BY AND BETWEEN

TOWN/CITY OF MONTAGUE

AND

THE BRICK HOUSE COMMUNITY RESOURCE CENTER

THIS AGREEMENT, was made as of the 1st day of April, 2022 by and between the Town/City of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and **THE BRICK HOUSE COMMUNITY RESOURCE CENTER**, 24 Third Street, Turners Falls, MA 01376, hereinafter referred to as the SUBGRANTEE).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of **FY2021 The Brick House Community Resource Center Youth Education Program**, (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY 2021 Grant Program objectives.

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

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

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

<u>Progress Report</u>	<u>Quarter Ending</u>	<u>Date Due</u>
#1	06/30/22	07/07/22
#2	09/30/22	10/07/22
#3	12/31/22	01/07/23
#4	03/31/23	04/07/23

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

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

6. **TIME OF PERFORMANCE:** The services of the SUBGRANTEE are to commence on or about April 1, 2022, and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by March 31, 2023.

7. **PAYMENTS AND COMPENSATION:** The MUNICIPALITY will pay the SUBGRANTEE a total fee in amount not to exceed **TWENTY THOUSAND** Dollars (\$20,000.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. **GENERAL PROVISIONS:**

8.1 **RETENTION OF RECORDS:** The SUBGRANTEE shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The SUBGRANTEE shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

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

8.1.1. **PHOTOGRAPHIC DOCUMENTATION (for construction projects only):** SUBGRANTEE shall submit photographs to the MUNICIPALITY of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of quarterly progress reports.

8.2 **ACCESS TO RECORDS:** The SUBGRANTEE shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon

reasonable notice, to examine the books, records, and other compilative data of the SUBGRANTEE which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the SUBGRANTEE. In case of termination, all finished and unfinished documents and records of the SUBGRANTEE relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

8.5 NON-DISCRIMINATION: The SUBGRANTEE shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478; Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

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

8.6 PROCUREMENT STANDARDS: The SUBGRANTEE shall adhere to the requirements set forth in and Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUBGRANTEE shall maintain records sufficient to detail the process for procurement.

8.7 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11478, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246 Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 8.8 **EMPLOYMENT OPPORTUNITIES:** Where applicable, the SUBGRANTEE shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.
- 8.9 **FAIR HOUSING:** In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the SUBGRANTEE shall adhere to the provisions of State Executive Orders 215 and 526.
- 8.10 **LABOR STANDARDS:** Where applicable, the SUBGRANTEE shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the SUBGRANTEE shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.
- 8.11 **CONFLICT OF INTEREST:** The SUBGRANTEE shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c.268A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq.
- 8.12 **DOMESTIC PREFERENCES FOR PROCUREMENTS:** Pursuant to 2 CFR § 200.322, the SUBGRANTEE should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The SUBGRANTEE shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.
- 8.13 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND CDBG REGULATIONS, PROCEDURES, AND GUIDELINES:** All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the MUNICIPALITY's Grant Agreement with DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The SUBGRANTEE shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.
9. **AVAILABILITY OF FUNDS:** The compensation provided by this Agreement is subject to the continued availability of federal funds for Mass. CDBG, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.
10. **INDEMNIFICATION:** The SUBGRANTEE shall indemnify, defend, and hold the MUNICIPALITY harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the SUBGRANTEE's breach of this Agreement or the negligence or misconduct of the SUBGRANTEE, or the agents or employees.
11. **LICENSES:** The SUBGRANTEE shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, Attachment A, as required by federal, state or local laws or regulations, and shall comply with the provisions of 2 CFR Part 200.325 with respect to any bonding or other insurance requirements.
12. **CONFIDENTIALITY:** The SUBGRANTEE will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

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

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

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

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

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

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

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

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

18. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors, including both the MUNICIPALITY and the SUBGRANTEE, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The SUBGRANTEE shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

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

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

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

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

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

Approvals and Signatures

By: TOWN/CITY OF MONTAGUE:	By: SUBGRANTEE
Authorized Signatory _____ Date _____	Kwamane Harris, Executive Director Date _____
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
Town/City Accountant _____ Date _____	Town Counsel/City Solicitor _____ Date _____
<u>Approval of Contract as to Appropriate Procurement Method</u>	
Town/City Procurement Officer _____ Date _____	

**TOWN OF MONTAGUE
SUBGRANTEE SCOPE OF SERVICES**

The following outlines the scope of consulting services which The Brick House (the SUBGRANTEE) will perform as administering agent for the Town of Montague's FY 2021 Community Development Fund/Massachusetts Community Development Block Grant *Youth Education Program* (the PROGRAM). The SUBGRANTEE will provide all administrative and program services necessary to implement the PROGRAM and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Department of Housing and Community Development (DHCD).

GENERAL ADMINISTRATION

The SUBGRANTEE will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all PROGRAM activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
2. Establish and maintain proper financial management, budgeting, and record keeping procedures for the program activity.
3. Prepare and submit all required reports to the Town's administering agency, FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY, to be shared with DHCD and Town residents.

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2021 Montague Community Development Fund application: **"MONTAGUE YOUTH EDUCATION PROGRAM."**

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

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

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

ATTACHMENT B

METHOD AND COMPENSATION SCHEDULE

The Town will pay **THE BRICK HOUSE COMMUNITY RESOURCE CENTER, INC. (SUBGRANTEE)**

TWENTY THOUSAND DOLLARS (\$20,000.00) for implementaiton of the **MONTAGUE YOUTH EDUCATION PROGRAM** (“the Program”) of the 2021 Town of Montague Community Development Fund grant program for the program year ending March 31, 2023. Should any extension of the Program beyond that date be agreed to as a Grant Agreement by DHCD, SUBGRANTEE will, with the Town’s written approval, continue to provide the services under this contract sa long as such Grant Agreement remains in effect. Payment to SUBGRANTEE will be as specified below:

- SUBGRANTEE may invoice monthly or quarterly for the months of April 1, 2022, through March 31, 2023, up to a maximum of \$20,000 providing satisfactory progress toward the stated goal is achieved.
- Billings shall be submitted to the Franklin County Regional Housing and Redevelopment Authority (HRA), the Town’ Administrating Agent for this grant, and should be accompanied by a detailed budget breakdown of expenses which has been incorporated into the agency’s original budget submitted with their grant application. On a quarterly basis, participant documentation must also be submitted.

SUBGRANTEE Fee and Program Schedule:

PROJECT BUDGET FORM						
Program Name:		Y.E.P Program				
Program Period:		_____ months				
PERSONNEL	Hourly	Hours Per	#	Total	CDBG	Non-CDBG
Position:	Rate	Week	Weeks	Project	Funds	Funds
				Cost		
Executive Director	24.67	2	52	2,565.68-	1923.58	641.42
Youth Programs Director	22.00	7	52	8,008.00-	6,006.00	2,002
Administrative Assistant	20.00	2	52	2,080.00-	1,560.00	520.00-
TOTAL SALARY				12,653.68	9,489.58	3183.42-
Taxes				1265.36-	1138.83-	126.53-
Fringe				1,000.00-	500.00-	500.00-
TOTAL PERSONNEL				\$14,919.04	\$11,128.41	\$3789.00
ADMINISTRATIVE COSTS						
AmeriCorps				7,500	7,000	500.00
Food/Snacks				1000	500	500.00-
Mileage				1211.00	1000	211.00-
Program Supplies				\$370	\$371.59	
						-
						-
						-
other:						-
TOTAL ADMINISTRATIVE				\$10,081-	\$8871.59-	\$1211
TOTAL PROGRAM				25,000	\$20,000	\$5,000

WendyB-Montague Selectboard

From: EileenS-Montague Tax Collector
Sent: Tuesday, April 26, 2022 12:01 PM
To: WendyB-Montague Selectboard
Cc: StevenE - Montague Town Administrator
Subject: Execute Contract with Pitney Bowes
Attachments: TOWN OF MONTAGUE TREASURER 0010471231 Y102520329 SMB 1000_encrypted_.pdf

Hi Wendy, could you please put the following on next week's agenda under Town Administrator business:

Request for permission for the Treasurer/Tax Collector to execute a contract with Pitney Bowes for a 2-year lease for the shared postage machine. Total cost of lease agreement of \$9,155.28.

I have attached a copy of the lease agreement.

Thank you!

Eileen

Eileen M. Seymour
Treasurer/Tax Collector
Town of Montague
Ph. 413-863-3200 x202
Fax 413-863-3224
treasurer@montague-ma.gov



State and Local Term Rental

Agreement Number																				

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)		
TOWN OF MONTAGUE TREASURER					
Sold-To: Address					
1 Avenue A, Turners Falls, MA, 01376-1168, US					
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #	
Eileen Seymour		4138633200		0010471231	
Bill-To: Address					
1 Avenue A, Turners Falls, MA, 01376-1168, US					
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #	Bill-To: Email
Eileen Seymour		4138633200		0010471231	treasurer@montague-ma.gov
Ship-To: Address					
1 Avenue A, Turners Falls, MA, 01376-1168, US					
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #	
Eileen Seymour		4138633200		0010471231	
PO #					

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWV	5lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSA	Connect+ 145 LPM Speed
1	AZBA	SendPro P1000 Series
1	AZBE	SendPro P Series Mono Print Module
1	CAAB1	Basic Cost Accounting for PSeries
1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV
1	MSD1	10in Color Touch Display
1	MW90007	SendPro P Series Drop Stacker

1	MW96000	Weighing Platform
1	PTJ1	SendPro Online-PitneyShip
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM1	SoftGuard for SendPro P1000
1	STDSL	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 24 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
24	\$ 381.47	\$ 1,144.41

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 3/21), which are available at <http://www.pb.com/statelocalopterms> and are incorporated by reference. The term lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

Lessee Signature

Signature:

Print Name

Email: treasurer@montague-ma.gov

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Lori Damato	lori.damato@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

Under Internal Revenue Code section 149(e)

(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
Go to www.irs.gov/Form8038GC for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority

Check box if Amended Return

1 Issuer's name
TOWN OF MONTAGUE TREASURER

2 Issuer's employer identification number (EIN)

3 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
1 Avenue A

4 City, town, or post office, state, and ZIP code
Tumers Falls MA 01376-1168

5 Report number (For IRS Use Only)

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information

7 Telephone number of officer or legal representative

Part II Description of Obligations Check one box: Single issue Consolidated return

8a Issue price of obligation(s) (see instructions) 8a

b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)

9 Amount of the reported obligation(s) on line 8a that is:

a For leases for vehicles	9a	
b For leases for office equipment	9b	
c For leases for real property	9c	
d For leases for other (see instructions)	9d	
e For bank loans for vehicles	9e	
f For bank loans for office equipment	9f	
g For bank loans for real property	9g	
h For bank loans for other (see instructions)	9h	
i Used to refund prior issue(s)	9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k Other	9k	

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)

12 Vendor's or bank's name: **Pitney Bowes Inc.**

13 Vendor's or bank's employer identification number: **06 0495050**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature and Consent

Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name Preparer's signature Date Check if self-employed PTIN

Firm's name Firm's EIN

Firm's address Phone no.

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC. Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The Organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Lines 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see Where To File, earlier.

Dear Selectboard

I am recommending we change the Town's insurance deductible for Town buildings and their contents from \$1,000 to \$5,000. This deductible does not apply to any other line or coverage. The change would reduce annual premiums by \$9,586. I think this is worthy of discussion by the board for the reasons explained below and would propose to include it under TA Business. Please include this with the meeting materials.

To better understand the economic proposition, I asked our insurer to summarize our recent losses and they provided data from 7/1/16 to 3/31/2022. For the six-year period – if the marginal cost of the lower deductible were held constant – we'd have saved in the vicinity of \$57,500 and paid out \$15,446 (see further below). The savings would then likely have been in the vicinity of \$42,000 – or \$7,000/year.

Beyond the risk of a multi-incident year, the other risk would be that while the Town would potentially save substantially, the enterprise funds (wpcf, airport) would save only marginally while assuming the same new risk. (They are part of a single policy with the Town.) A solution would be for the Town to decide, through Selectboard vote, that we would use Town funds to cover the \$4,000 difference in deductible if either of those operations experiences a loss (or losses). Chelsey is out this week, but Bryan was comfortable with what he perceived to be an overall win for the Town, even before Carolyn and I discussed creating this safety valve.

Losses have been:

- 21-22 year - Water Pollution control facility had a power surge paid \$6,509.58
- 20-21 year - Parks & Rec dept had damage to back boards paid \$1,446.00
- 19-20 year - Microburst at the Airport Paid \$17,233.35
- 19-20 year - Shea Theater Heater Blower had a power surge paid \$4,574.25

Your additional costs per year would have been:

- 21-22: \$5,000,000
- 20-21: \$1446
- 19-20: \$9,000
- 18-19: 0
- 17-18: 0
- 16-17: 0

Additional Details Excerpted from Email Correspondence

From: Joanne Stoll-Pizzano
Sent: Thursday, April 21, 2022 4:47 PM
To: StevenE - Montague Town Administrator
Subject: RE: Insurance

Steve this deductible is only on the Buildings and the contents within the buildings. The deductible does not apply to any other line or coverage. (Certain exceptions apply but you have always had those).

Now looking back at actual building losses you have had. I really don't think there have been that many. I've gone through your losses over the past 6 years (starting 7/1/16 to 3/31/2022)

Losses have been:

21-2 year Water Pollution control facility had a power surge paid \$6,509.58
20-1 year Parks & Rec dept had damage to back boards paid \$1,446.00
19-20 year Microburst at the Airport Paid \$17,233.35
19-20 year Heater Blower had a power surge paid \$4,574.25

Your additional costs per year would have been:

21-2 \$5,000,000
20-1 \$1446.00
19-20 \$9,000.

A little info to assist in your decision.

Let me know if you need anything else.

Joanne

Joanne M. Stoll-Pizzano, CISR
Sr. Account Executive

From: Jennifer Bono

Sent: Thursday, April 21, 2022 3:46 PM

To: Joanne Stoll-Pizzano ; StevenE - Montague Town Administrator

Subject: RE: Insurance

Hi- the annual return premium to increase the Property deductible from \$1,000 to \$5,000 would be \$9,586.

Thank you,

Jennifer

Jennifer Bono | Account Manager

MIIA Member Services | 15 Cabot Road | Woburn, MA 01801-1003

MIIA | Nonprofit
Locally based
Member driven

Serving Massachusetts communities since 1982

**Franklin County Transportation Planning Organization
Transportation Improvement Program**

DRAFT FFY 2023

MassDOT Project ID	MassDOT Project Description	District	Funding Source	Total Programmed Funds	Federal Funds	Non-Federal Funds	Other Information
Federal Fiscal Year 2023				\$4,954,956	\$4,208,290	\$746,666	
Section 1A / Regionally Prioritized Projects				\$2,943,256	\$2,598,930	\$344,326	
Intersection Improvements				\$2,443,256	\$2,198,930	\$244,326	
608414	GREENFIELD- INTERSECTION IMPROVEMENTS AT TWO LOCATIONS, ROUTE 2 AND COLRAIN ROAD & ROUTE 2 AND BIG Y ENTRANCE	2	HSIP	\$2,443,256	\$2,198,930	\$244,326	Construction. Total project cost \$2,443,256. TEC 9.2
Roadway Improvements				\$500,000	\$400,000	\$100,000	
S12687	Franklin County EV Charging Stations	Multiple	CMAQ	\$500,000	\$400,000	\$100,000	Total project cost \$500,000
Total Programmed Regional Target Funds				\$2,943,256			
Regional Target				\$7,621,984			
Regional Target Funds Balance				\$4,678,728			
Section 1B / Earmark or Discretionary Grant Funded Projects				\$2,011,700	\$1,609,360	\$402,340	
Bridge Systematic Maintenance				\$2,011,700	\$1,609,360	\$402,340	
608649	COLRAIN- LEE- STOCKBRIDGE- BRIDGE PRESERVATION OF C-18-010, C-18-012, L-05-045 & S-26-001	1	HIP-BR	\$2,011,700	\$1,609,360	\$402,340	

**Franklin County Transportation Planning Organization
Transportation Improvement Program**

DRAFT FFY 2024

MassDOT Project ID	MassDOT Project Description	District	Funding Source	Total Programmed Funds	Federal Funds	Non-Federal Funds	Other Information
Federal Fiscal Year 2024				\$28,828,333	\$22,335,926	\$6,492,406	
Section 1A / Regionally Prioritized Projects				\$4,591,249	\$3,672,999	\$918,250	
Roadway Reconstruction				\$4,591,249	\$3,672,999	\$918,250	
603371	ORANGE- RECONSTRUCTION OF NORTH MAIN STREET, FROM SCHOOL STREET TO LINCOLN AVENUE (0.4 MILES) INCL RELOCATION OF FALL HILL BROOK CULVERT	2	STBG	\$7,722,290	\$6,177,832	\$1,544,458	Construction. Total project cost \$10,648,371. Project is AC'd between FFY 2024 (\$7,722,290) and FFY 2025 (\$2,926,081). TEC 10.3
Total Programmed Regional Target Funds				\$7,722,290			
Regional Target Funds				\$7,722,290			
Target Funds Balance				\$0			
Section 1B / Earmark or Discretionary Grant Funded Projects				\$7,644,825	\$6,875,038	\$769,786	
Bridge Off-system NB				\$3,795,893	\$3,795,893	\$0	
608858	CHARLEMONT- BRIDGE REPLACEMENT, C-05-042, EAST OXBOW ROAD OVER OXBOW BROOK	1	BROFF	\$3,795,893	\$3,795,893	\$0	
Bridge On-system Non-NHS NB				\$3,848,932	\$3,079,145	\$769,786	
609082	CONWAY- BRIDGE REPLACEMENT, C-20-004, NORTH POLAND ROAD OVER POLAND BROOK	1	HIP-BR	\$3,848,932	\$3,079,145	\$769,786	

**Franklin County Transportation Planning Organization
Transportation Improvement Program**

DRAFT FFY 2024

MassDOT Project ID	MassDOT Project Description	District	Funding Source	Total Programmed Funds	Federal Funds	Non-Federal Funds	Other Information
Section 2A / State Prioritized Reliability Projects				\$14,734,861	\$11,787,889	\$2,946,972	
Bridge Off-system				\$7,728,836	\$6,183,069	\$1,545,767	
608849	LEVERETT- BRIDGE REPLACEMENT, L-09-003, MILLERS ROAD OVER ROARING BROOK	2	STBG-BR-Off	\$3,073,613	\$2,458,890	\$614,723	
608855	ROWE- BRIDGE REPLACEMENT, R-10-008, CYRUS STAGE ROAD OVER POTTER BROOK	1	STBG-BR-Off	\$1,938,535	\$1,550,828	\$387,707	
609427	MONTAGUE- BRIDGE REPLACEMENT, M-28-026, SOUTH STREET OVER SAWMILL RIVER	2	STBG-BR-Off	\$2,716,688	\$2,173,350	\$543,338	
Non-Interstate Pavement				\$7,006,025	\$5,604,820	\$1,401,205	
609398	ERVING- RESURFACING AND RELATED WORK ON ROUTE 2	2	NHPP	\$6,746,542	\$5,397,234	\$1,349,308	
Section 3B / Non-Federal Aid Funded				\$1,857,398	\$0	\$1,857,398	
Bridge On-system Non-NHS				\$1,857,398	\$0	\$1,857,398	
607678	HEATH- BRIDGE REPLACEMENT, H-14-007, JACKSONVILLE STREET (SR 8A) OVER THE WEST BRANCH BROOK	1	NGBP	\$1,857,398	\$0	\$1,857,398	Next Generation Bridge Program (NGBP)

**Franklin County Transportation Planning Organization
Transportation Improvement Program**

DRAFT FFY 2025

MassDOT Project ID	MassDOT Project Description	District	Funding Source	Total Programmed Funds	Federal Funds	Non-Federal Funds	Other Information
Federal Fiscal Year 2025				\$38,113,947	\$30,491,158	\$7,622,789	
Section 1A / Regionally Prioritized Projects				\$7,591,106	\$6,072,885	\$1,518,221	
Roadway Reconstruction				\$7,591,106	\$6,072,885	\$1,518,221	
603371	ORANGE- RECONSTRUCTION OF NORTH MAIN STREET, FROM SCHOOL STREET TO LINCOLN AVENUE (0.4 MILES) INCL RELOCATION OF FALL HILL BROOK CULVERT	2	STBG	\$2,926,081	\$2,340,865	\$585,216	Construction. Total project cost \$10,648,371. Project is AC'd between FFY 2024 (\$7,722,290) and FFY 2025 (\$2,926,081). TEC 10.3
605983	WHATELY- REHABILITATION OF HAYDENVILLE ROAD, FROM CONWAY ROAD TO THE WILLIAMSBURG T.L. (1.7 MILES)	2	STBG	\$4,665,025	\$3,732,020	\$933,005	Construction. Total project cost \$9,638,019. Project is AC'd between FFY 2025 (\$4,665,025 Section 1A + \$873,319 Section 2A) and FFY 2026 (\$3,732,020 Section 1A). TEC 7.3
Total Programmed Regional Target Funds				\$7,591,106			
Regional Target Funds				\$7,591,106			
Target Funds Balance				\$0			
Section 2A / State Prioritized Reliability Projects				\$4,396,776	\$3,517,421	\$879,355	
Bridge Off-system				\$4,396,776	\$3,517,421	\$879,355	
602319	NORTHFIELD- BRIDGE REPLACEMENT, N-22-010, BIRNAM ROAD OVER MILL BROOK	2	STBG-BR-Off	\$4,396,776	\$3,517,421	\$879,355	
Section 2B / State Prioritized Modernization Projects				\$873,319	\$698,655	\$174,664	
Bridge Off-system				\$873,319	\$698,655	\$174,664	
605983	WHATELY- REHABILITATION OF HAYDENVILLE ROAD, FROM CONWAY ROAD TO THE WILLIAMSBURG T.L. (1.7 MILES)	2	STBG	\$873,319	\$698,655	\$174,664	See Section 1A

**Franklin County Transportation Planning Organization
Transportation Improvement Program**

DRAFT FFY 2025

MassDOT Project ID	MassDOT Project Description	District	Funding Source	Total Programmed Funds	Federal Funds	Non-Federal Funds	Other Information
Section 3B / Non-Federal Aid Funded				\$25,252,746	\$20,202,197	\$5,050,549	
Bridge On-system NHS				\$18,821,823	\$15,057,458	\$3,764,365	
612159	BERNARDSTON- BRIDGE REPLACEMENT, B-10-001, ROUTE 10 OVER FALL RIVER	2	NGBP	\$18,821,823	\$15,057,458	\$3,764,365	Next Generation Bridge Program (NGBP)
Bridge On-system Non-NHS				\$6,430,923	\$5,144,738	\$1,286,185	
612164	MONTAGUE- BRIDGE REPLACEMENT, M-28-034, NORTH LEVERETT ROAD OVER SAWMILL	2	NGBP	\$6,430,923	\$5,144,738	\$1,286,185	Next Generation Bridge Program (NGBP)

**Franklin County Transportation Planning Organization
Transportation Improvement Program**

DRAFT FFY 2026

MassDOT Project ID	MassDOT Project Description	District	Funding Source	Total Programmed Funds	Federal Funds	Non-Federal Funds	Other Information
Federal Fiscal Year 2026				\$43,594,707	\$34,875,766	\$8,718,941	
Section 1A / Regionally Prioritized Projects				\$7,405,389	\$5,924,311	\$1,481,078	
Roadway Reconstruction				\$7,405,389	\$5,924,311	\$1,481,078	
605983	WHATELY- REHABILITATION OF HAYDENVILLE ROAD, FROM CONWAY ROAD TO THE WILLIAMSBURG T.L. (1.7 MILES)	2	STBG	\$4,099,675	\$3,279,740	\$819,935	Construction. Total project cost \$9,638,019. Project is AC'd between FFY 2025 (\$4,665,025 Section 1A + \$873,319 Section 2A) and FFY 2026 (\$3,732,020 Section 1A). TEC 7.3
609202	GREENFIELD- RESURFACING AND RELATED WORK ON MONTAGUE CITY ROAD	2	STBG	\$3,305,714	\$2,644,571	\$661,143	Construction. Total project cost \$3,305,714. TEC 7.3
Total Programmed Regional Target Funds				\$7,405,389			
Regional Target Funds				\$7,405,389			
Target Funds Balance				\$0			
Section 2A / State Prioritized Reliability Projects				\$36,189,318	\$28,951,454	\$7,237,864	
Bridge Off-system				\$36,189,318	\$28,951,454	\$7,237,864	
608634	DEERFIELD- BRIDGE PRESERVATION D-06-001, UPPER ROAD OVER DEERFIELD RIVER	2	STBG-BR-Off	\$22,964,784	\$18,371,827	\$4,592,957	
612083	CHARLEMONT- BRIDGE REPLACEMENT, C-05-009, CHICKLEY ROAD OVER CHICKLEY RIVER	1	STBG-BR-Off	\$4,362,758	\$3,490,206	\$872,552	
612085	MONTAGUE - BRIDGE REPLACEMENT, M2816A, SIXTH STREET OVER UTILITY CANAL	2	STBG-BR-Off	\$8,861,776	\$7,089,421	\$1,772,355	

**Franklin County Transportation Planning Organization
Transportation Improvement Program**

DRAFT FFY 2027

MassDOT Project ID	MassDOT Project Description	District	Funding Source	Total Programmed Funds	Federal Funds	Non-Federal Funds	Other Information
Federal Fiscal Year 2022				\$29,121,637	\$19,997,274	\$9,124,363	
Section 1A / Regionally Prioritized Projects				\$6,728,128	\$5,382,502	\$1,345,626	
Roadway Reconstruction				\$6,728,128	\$5,382,502	\$1,345,626	
610921	GREENFIELD- DOWNTOWN COMPLETE STREETS IMPROVEMENTS ON MAIN STREET (ROUTE 2A)	2	STBG	\$6,728,128	\$5,382,502	\$1,345,626	Construction. Total project cost \$6,728,128. TEC 12.3
Total Programmed Regional Target Funds				\$6,728,128			
Regional Target				\$7,804,935			
Regional Target Funds Balance				\$1,076,807			
Section 1B / Earmark or Discretionary Grant Funded Projects				\$10,505,396	\$8,404,317	\$2,101,079	
Bridge On-System NHS NB				\$10,505,396	\$8,404,317	\$2,101,079	
612517	CHARLEMONT- BRIDGE REPLACEMENT, C-05-010, ROUTE 8A OVER DEERFIELD RIVER	1	HIP-BR	\$10,505,396	\$8,404,317	\$2,101,079	
Section 2B / State Prioritized Modernization Projects				\$7,763,068	\$6,210,454	\$1,552,614	
Roadway Reconstruction				\$7,763,068	\$6,210,454	\$1,552,614	
604959	ERVING- RECONSTRUCTION & IMPROVEMENTS ON ROUTE 2 (FARLEY AREA) FROM MM 60 TO MM 62	1	NHPP	\$7,763,068	\$6,210,454	\$1,552,614	
Section 3B / Non-Federal Aid Funded				\$4,125,045	\$0	\$4,125,045	
Bridge On-system Non-NHS				\$4,125,045	\$0	\$4,125,045	
612179	COLRAIN- BRIDGE REPLACEMENT, C-18-033, ADAMSVILLE ROAD OVER VINCENT BROOK	1	NGBP	\$4,125,045	\$0	\$4,125,045	

Transportation Improvement Program - Projects Under Consideration

MassDOT Project ID	MassDOT Project Description	District	Funding Source	Adjusted TFPC	Total Programmed Funds	Federal Funds	Non-Federal Funds	Other Information
Federal Fiscal Year 2023								
Section 1A / Regionally Prioritized Projects					\$9,316,806	\$7,697,770	\$1,619,036	
Current TIP Program					\$2,943,256	\$2,598,930	\$344,326	
608414	GREENFIELD- INTERSECTION IMPROVEMENTS AT TWO LOCATIONS, ROUTE 2 AND COLRAIN ROAD & ROUTE 2 AND BIG Y ENTRANCE	2	HSIP	\$2,443,256	\$2,443,256	\$2,198,930	\$244,326	Programmed
S12687	Franklin County EV Charging Stations	Multiple	CMAQ	\$500,000	\$500,000	\$400,000	\$100,000	Programmed
Projects Under Consideration					\$6,373,550	\$5,098,840	\$1,274,710	
n/a	GREENFIELD- LEYDEN ROAD SIDEWALK DESIGN	2	STBG	\$300,000	\$300,000	\$240,000	\$60,000	Design. Listing design project in TIP requires commitment to also fund construction in future TIP year. MassDOT is confirming with FHWA that design can be funded with federal funds. Question of timing to implement design agreement.
612757	BUCKLAND- RECONSTRUCTION OF UPPER NORTH STREET	1	STBG	\$1,451,550	\$1,451,550	\$1,161,240	\$290,310	Construction. Pre-PRC
n/a	MONTAGUE- MONTAGUE CITY ROAD STORMWATER IMPROVEMENTS	2	STBG	\$500,000	\$500,000	\$400,000	\$100,000	Construction. Pre-PRC
n/a	MONTAGUE- FERRY ROAD CULVERT REPLACEMENT	2	STBG	\$422,000	\$422,000	\$337,600	\$84,400	Construction. Pre-PRC
n/a	WHATELY- CHRISTIAN LANE CULVERT REPLACEMENT	2	STBG	\$2,000,000	\$2,000,000	\$1,600,000	\$400,000	Construction. Pre-PRC
n/a	ERVING- CHURCH STREET BRIDGE REPLACEMENT	2	STBG	\$1,700,000	\$1,700,000	\$1,360,000	\$340,000	Construction. Pre-PRC
Total Programmed Regional Target Funds					\$9,316,806			
Regional Target					\$7,621,984			
Regional Target Funds Balance					-\$1,694,822			