

MONTAGUE SELECTBOARD MEETING
Town Hall, 1 Avenue A, Turners Falls, MA 01376
Monday, June 6, 2022

Join Zoom Meeting: <https://us02web.zoom.us/j/85028690021>

Meeting ID: 850 2869 0021 **Password:** 900502 **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 May 11, 16, 23, 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
 - Introduce Jack Sullivan, Shared Services Grant Epidemiologist
5. 6:40 Personnel Board
 - Appoint Mark Nelson as DPW Mechanic, UE Grade D, Step 3 effective 6/7/22 (previously Building Maintenance, Grade C, Step 6)
 - Appoint Roy Dennis, DPW Shop Foreman, NAGE Grade E, Step 6, 40 hrs. week, effective 6/13/22
 - Appoint Ryan Bergmann, DPW Summer Help, 40 hrs. week, 3 months, effective 6/7/22
6. 6:50 Tom Bergeron, DPW Superintendent
 - Closure of Center Street Bridge over Sawmill River Bridge
 - Accept Fuel (Gas, Diesel, Oil) Bids for FY23 with the FRCOG
 - Trash and Recycling Collection Changes to 5 Day Schedule Effective 6/6/22
7. 7:05 Canal District Bridge Updates,
 - DOT Bridge Replacement Plans
 - Implications for 5th Street Pedestrian Bridge Project
8. 7:25 Walter Ramsey, Town Planner
 - Update Comprehensive Plan Grant Agreement to allow for release of all funds by June 30, 2022, Announce project website (www.montagueplans.org) and release of Community Survey
 - CD Development Discretionary: Use of \$1,550 for 38 Avenue A Property Appraisal to facilitate sale of parcel by Montague EDIC

MONTAGUE SELECTBOARD
1 Avenue A and via ZOOM
Monday, June 6, 2022

9. 7:35 Brian McHugh, FCRHRA
CDF-G-2020-Montague-00896
1. Authorization to disburse payment #5 in the amount of \$4,925 to Berkshire Design for Avenue A Streetscape Phase III Construction Administration Fees
 2. Authorization to disburse payment #1 in the amount of \$158,751 to H.M. Nunes & Sons Construction, Inc., for Avenue A Streetscape Phase III Construction fees
 3. Extension request to extend the FY20 grant implementation period to 09/30/2022.
- CDF-G-2021-Montague-00931
1. Authorization to sign Grant Administration Professional Services Contract between the Town of Montague and HRA
 2. Authorization to sign Professional Services Contract between the Town of Montague and Berkshire Design Group, Inc. to provide bidding and construction administration services for the Avenue A Streetscape Phase III Continuation Project.
10. 7:45 Ariel Elan, Montague Energy Committee
- DPU “Future of Gas” Docket 20-80
11. 7:55 Jeff Singleton, FRTA Advisory Board
- FRTA Advisory Board Bylaw Proposal
12. 8:05 Vote to approve Deed – Federal Street Parcel (48-0-0148)
13. 8:15 Update on Selectboard Office Staffing
- Position Descriptions
 - Logistics
14. 8:25 Executive Assistant’s Business
- Liquor License Updates
15. 8:35 Town Administrator’s Business
- Community One Stop Grant Application: Strathmore Mill Project Submission
 - FY23 Budget Update: WPCF Generator Earmark
 - General Pierce Bridge Advocacy
 - Topics not anticipated in the 48 hour posting
16. 8:50 Executive Session under G.L. c.30A, §21(a)(3) to discuss strategy with respect to collective Bargaining (NAGE, UE and NEPBA), Votes may be taken

Other

- Next Selectboard Meeting: Monday, June 13, 2022 at 6:30 PM via ZOOM

Town of Montague Personnel Status Change Notice

 Authorized Signature: Thomas M. Brien

 Employee # 1757
General Information:

 Full name of employee: Mark Nelson Department: DPW

 Title: Mechanic Effective date of change: 6/7/2022
New Hire:

 Permanent: Y N If temporary, estimated length of service: _____

Hours per Week: _____ Union: _____

Pay: Grade _____ Step _____ Wage Rate: _____ (annual/daily/hourly)

Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

 Union: U.E.

 Old Pay: Grade C Step 6 Wage Rate: \$21.80 (annual/daily/hourly)

 New Pay: Grade D Step 3 Wage Rate: \$22.06 (annual/daily/hourly)

Termination of Employment:

Resignation: _____ Layoff: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence

Termination Date: _____

_____ Unpaid Sick Leave

Termination Date: _____

XX Other/Specify: Change from Building
Maintenance to Mechanic

Termination Date: _____

Copies to:

 _____ Employee
 _____ Treasurer

 _____ Department
 _____ Accountant

 _____ Board of Selectmen
 _____ Retirement Board

Town of Montague
Personnel Status Change Notice
New Hires

Employee # 1982

Board Authorizing **Appointment**: Select Board Meeting Date: 6/6/2022

Authorized Signature: _____

Board Authorizing **Wages**: Select Board Meeting Date: 6/6/2022

Authorized Signature: _____

General Information:

Full name of employee: Roy Dennis Department: DPW Title: Shop Foreman
Effective date of hire: 6/13/2022

New Hire:

Permanent: X Y N If temporary, estimated length of service: _____

Hours per Week: 40 Union: NAGE

Wages:

Union: NAGE

Wages: Grade E Step 6 Wage Rate: \$25.51/hour

Notes: Rehire

Copies to:

_____ Employee

_____ Treasurer

_____ Town Clerk

_____ Department

_____ Accountant

_____ Board of Selectmen

_____ Retirement Board

Town of Montague

Personnel Status Change Notice

New Hires

Employee # _____

Board Authorizing **Appointment:** Select Board Meeting Date: 6/6/2022

Authorized Signature: _____

Board Authorizing **Wages:** Select Board Meeting Date: 6/6/2022

Authorized Signature: _____

General Information:

Full name of employee: Ryan Bergmann Department: DPW Title: Summer Help
 Effective date of hire: 6/7/2022

New Hire:Permanent: Y X N If temporary, estimated length of service: 3 monthsHours per Week: 40 Union: **Wages:**Union: Wages: Grade Step Wage Rate: \$14.25/hour

Notes:

Copies to: Employee Treasurer Town Clerk Department Accountant Board of Selectmen Retirement Board

WendyB-Montague Selectboard

Subject:

FW: Montague M-28-025 (OMC) Center Street over Sawmill River

Attachments:

Special Member-OMC-2022-04-25 MUN.pdf

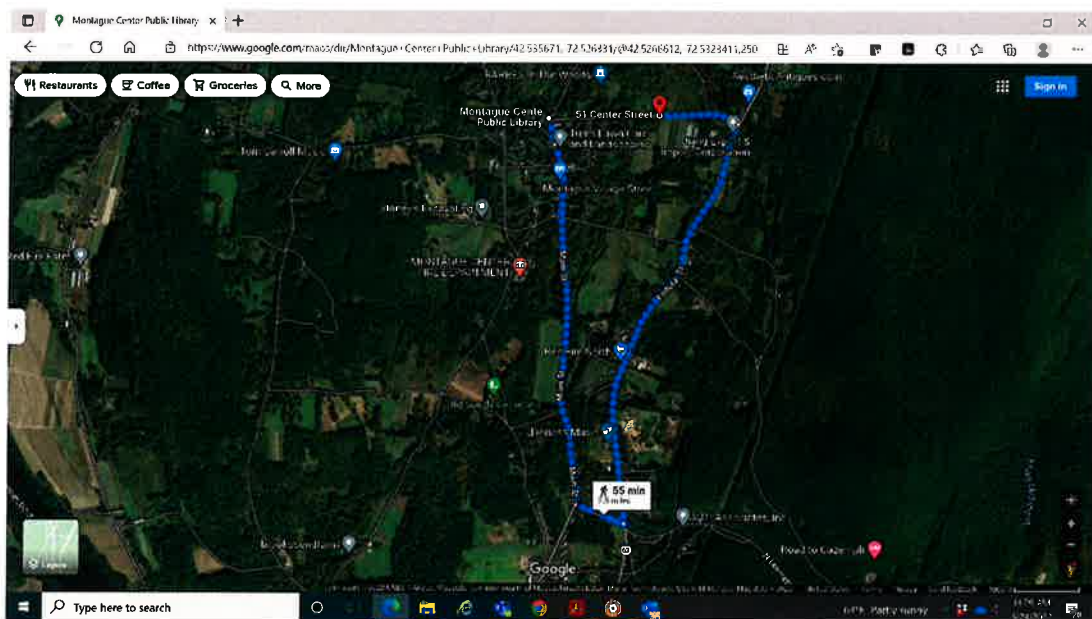
Hello Board Members

I wanted to share this news ahead of our meeting on June 6. Wendy, please add it to the agenda. I assume Tom will take a lead on sharing it.

Subject: Montague M-28-025 (OMC) Center Street over Sawmill River

Good morning Tom and Steve,

As discussed with Tom, the Center Street over the Sawmill River Bridge is recommended to be closed as soon as possible (tomorrow at the latest). The fascia beam on the remaining section of the bridge left open to traffic has experienced considerable deterioration since the last load rating (2018). Bridge Inspection will drop off two (2) Closed Bridge signs and reflectorized panels at the Town DPW Depot this afternoon. Also discussed with Tom is the proposed detour as follows: Main Street, State 47, State 63 (Federal Street).



Daniel Sund, P.E.
District 2 Bridge Engineer
MassDOT – Highway
811 North King St
Northampton, MA 01060

STRUCTURES INSPECTION FIELD REPORT

BR. DEPT. NO.

M-28-025

2-DIST

02

B.I.N.

OMC

SPECIAL MEMBER INSPECTION

CITY/TOWN MONTAGUE	8-STRUCTURE NO. M28025-OMC-MUN-NBI	11-Kilo. POINT 000.644	90-ROUTINE INSP. DATE Oct 22, 2020	93*-SPEC. MEMB. INSP. DATE Apr 25, 2022
07-FACILITY CARRIED HWY CENTER ST	MEMORIAL NAME/LOCAL NAME	27-YR BUILT 1937	106-YR REBUILT 0000	*YR REHAB'D (NON 106) 0000
06-FEATURES INTERSECTED WATER SAWMILL RIVER	26-FUNCTIONAL CLASS Major Collector	DIST. BRIDGE INSPECTION ENGINEER M. Barrett <i>[Signature]</i>		
43-STRUCTURE TYPE 302 : Steel Stringer/Girder	22-OWNER Town Agency	21-MAINTAINER Town Agency	TEAM LEADER S. R. Finck <i>[Signature]</i>	
107-DECK TYPE 1 : Concrete Cast-in-Place	WEATHER Cloudy	TEMP. (air) 9°C	TEAM MEMBERS T. P. PENNA <i>[Signature]</i>	

WEIGHT POSTING		Not Applicable		At bridge		Advance		PLANS (Y/N): Y	
Actual Posting	N	N	N	03	Signs In Place (Y=Yes, N=No, NR=Not Required)	Y	Y	Y	Y
Recommended Posting	N	N	N	03	Legibility/Visibility	9	9	9	9
Waived Date:	00/00/0000		EJDMT Date:	00/00/0000		Tape#:			

RATING		Rating Report (Y/N): Y		Date:	01/01/2018		Recommend for Rating or Rerating (Y/N): N		If YES please give priority: HIGH () MEDIUM () LOW ()	
Inspection data at time of existing rating		I 58: 5		I 59: 3		I 60: 6		I 62: -		Date: 10/10/2017
REASON:										

SPECIAL MEMBER(S):

	MEMBER	CRACK (Y/N):	WELD'S CONDITION (0-9)	LOCATION OF CORROSION, SECTION LOSS (%), CRACKS, COLLISION DAMAGE, STRESS CONCENTRATION, ETC.	CONDITION		INV. RATING OF MEMBER FROM RATING ANALYSIS			Deficiencies
					PREVIOUS (0-9)	PRESENT (0-9)				
A	Item 59.4 - Beams	N	N	See remarks in comments section.	3	3	0	0	0	S-P
B										
C										
D										
E										

List of field tests performed:	(Overall Previous Condition)	I-58	I-59	I-60	I-62
		5	3	6	-
	(Overall Current Condition)	5	3	6	-

DEFICIENCY: A defect in a structure that requires corrective action.

CATEGORIES OF DEFICIENCIES:

M= Minor Deficiency - Deficiencies which are minor in nature, generally do not impact the structural integrity of the bridge and could easily be repaired. Examples include but are not limited to: Spalled concrete, Minor pot holes, Minor corrosion of steel, Minor scouring, Clogged drainage, etc.

S= Severe/Major Deficiency - Deficiencies which are more extensive in nature and need more planning and effort to repair. Examples include but are not limited to: Moderate to major deterioration in concrete, Exposed and corroded rebars, Considerable settlement, Considerable scouring or undermining, Moderate to extensive corrosion to structural steel with measurable loss of section, etc.

C-S= Critical Structural Deficiency - A deficiency in a structural element of a bridge that poses an extreme unsafe condition due to the failure or imminent failure of the element which will affect the structural integrity of the bridge.

C-H= Critical Hazard Deficiency - A deficiency in a component or element of a bridge that poses an extreme hazard or unsafe condition to the public, but does not impair the structural integrity of the bridge. Examples include but are not limited to: Loose concrete hanging down over traffic or pedestrians, A hole in a sidewalk that may cause injuries to pedestrians, Missing section of bridge railing, etc.

URGENCY OF REPAIR:

I = Immediate- [Inspector(s) immediately contact District Bridge Inspection Engineer (DBIE) to report the Deficiency and to receive further instruction from him/her].

A = ASAP- [Action/Repair should be initiated by District Maintenance Engineer or the Responsible Party (if not a State owned bridge) upon receipt of the Inspection Report].

P = Prioritize- [Shall be prioritized by District Maintenance Engineer or the Responsible Party (if not a State owned bridge) and repairs made when funds and/or manpower is available].

X=UNKNOWN

N=NOT APPLICABLE

H=HIDDEN/INACCESSIBLE

R=REMOVED

CITY/TOWN MONTAGUE	B.I.N. OMC	BR. DEPT. NO. M-28-025	8.-STRUCTURE NO. M28025-OMC-MUN-NBI	INSPECTION DATE APR 25, 2022
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REMARKS

BRIDGE ORIENTATION

Bridge carries Center Street, east and west, over the Sawmill River which flows south to the north.

Per the 2018 Rating Report, the 9 Beams and 8 Bays are numbered from north to south. The 4 diaphragms are numbered west to east. **See Sketches 1 - 3.**

GENERAL REMARKS

Roadway Restriction:

- Bridge was Re-Rated on 1/1/2018 due to deterioration of the steel beams.
- Rating Report stated 3 of the 9 beams have failed.
- Posting was lowered to "3 Ton" and signs were placed at the nearest intersections and 100' from both sides of the bridge. **See Photo 1.**
- Bridge has "One Lane Roadway" signs placed on both sides of the bridge. **See Photo 2.**
- Roadway was restricted with concrete barriers, to 11' wide, off the south curb, taking Beams 1 - 5 out of service. Reflectorized panels are attached to the exterior faces of the concrete barriers. **See Sketch 4 & Photo 3.**

Underwater Inspection:

- Water level along East Abutment is over 4' deep.
- During the Routine Inspection, 4' aluminum step ladder was used to reach the beam ends.
- Underwater Inspection Team is recommended to assist the Above Water Inspection Team with the condition of the steel beams along the East Abutment.

ITEM 59 - SUPERSTRUCTURE

Item 59.4 - Beams

The 9 beams are 24WF74 (original flange = 0.662" and web = 0.430" thick). **See Sketch 5.**

Beams 1 - 5 (Out of Service) no longer carry traffic. **See Sketch 4 & Photo 3.**

Beams 1, 6, & 7 are in fair condition with areas of surface rusting and minor areas of localized section loss.

Beams 2, 3, 4, 5, 8, & 9 have areas of severe rust delamination with moderate to severe section loss. Beams have various areas of older and newer rust holes. **See Sketches 6 - 11 & Photos 4 - 6.**

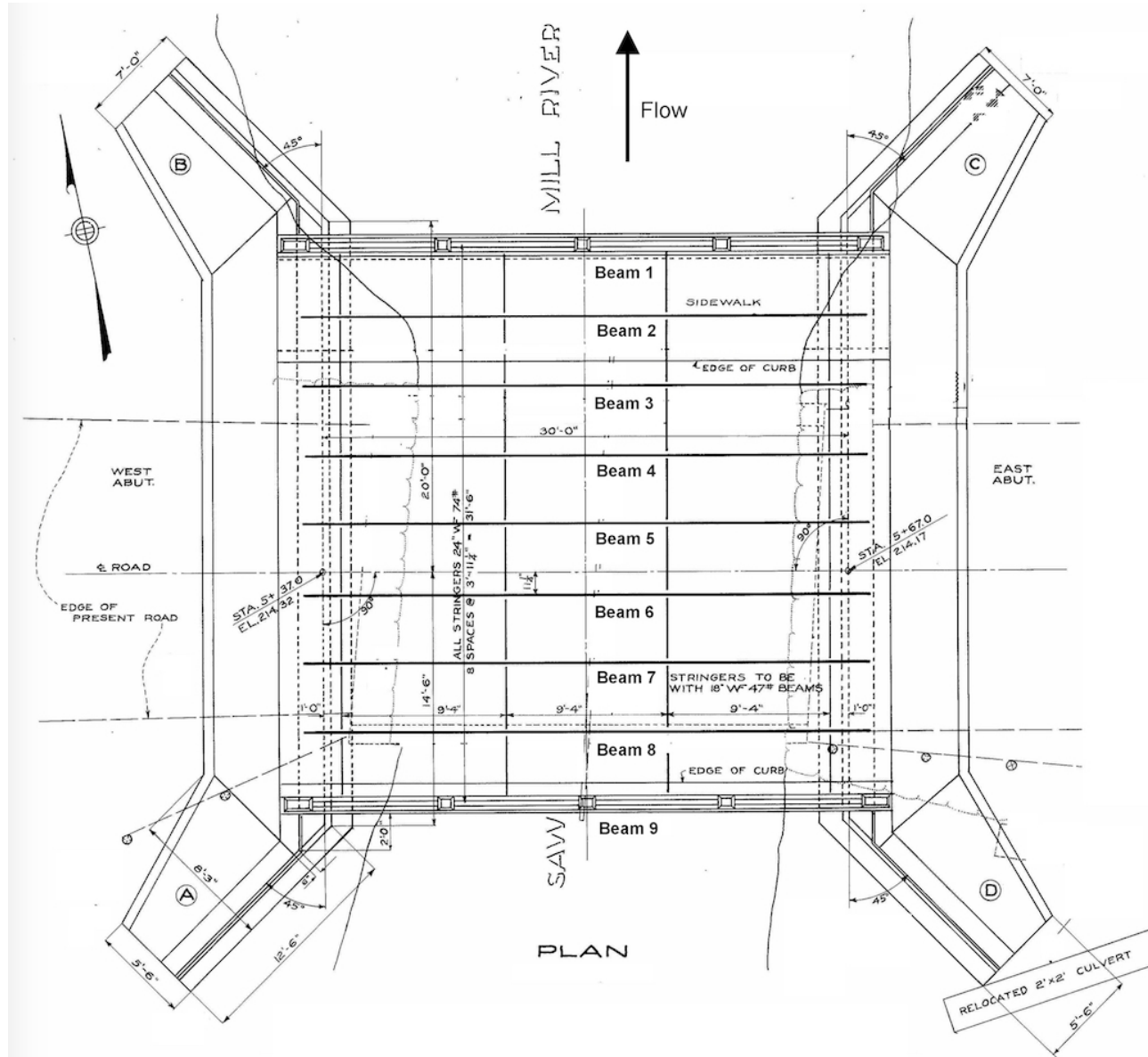
Sketch / Photo Log

- Sketch 1 : Framing Plan
- Sketch 2 : Elevation
- Sketch 3 : Cross Section
- Sketch 4 : Width of Roadway & Location of Barrier over Beam 6.
- Sketch 5 : Original Measurements of Beams
- Sketch 6 : Beam 2 Section Loss - Out of Service.
- Sketch 7 : Beam 3 Section Loss - Out of Service.
- Sketch 8 : Beam 4 Section Loss - Out of Service.
- Sketch 9 : Beam 5 Section Loss - Out of Service.
- Sketch 10 : Beam 8 Section Loss
- Sketch 11 : Beam 9 Section Loss
- Photo 1 : Bridge has "3 Ton" posting signs placed at the nearest intersections and 100' from both sides of the bridge.
- Photo 2 : Bridge has "One Lane Roadway" signs placed on both sides of the bridge.

CITY/TOWN MONTAGUE	B.I.N. OMC	BR. DEPT. NO. M-28-025	8.-STRUCTURE NO. M28025-OMC-MUN-NBI	INSPECTION DATE APR 25, 2022
REMARKS				
<p>Photo 3 : Roadway was restricted with concrete barriers, to 11' wide, off the south curb, taking Beams 1 - 5 out of service. Reflectorized panels are attached to the exterior faces of the concrete barriers.</p> <p>Photo 4 : Beam 3 has rust holes in the lower web & bottom flange.</p> <p>Photo 5 : Beam 5 has rust holes in lower web & bottom flange.</p> <p>Photo 6 : Beam 9 has rust holes in lower web & bottom flange.</p>				

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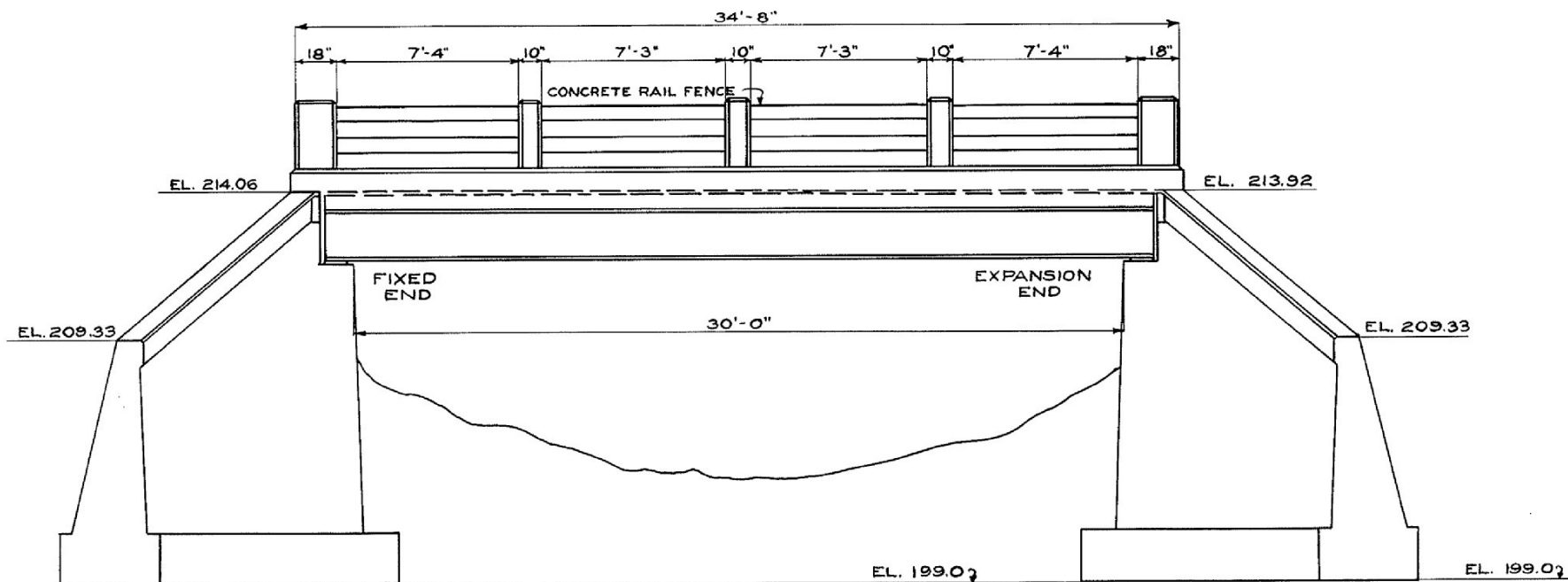
SKETCHES



Sketch 1: Framing Plan

CITY/TOWN MONTAGUE	B.I.N. OMC	BR. DEPT. NO. M-28-025	8.-STRUCTURE NO. M28025-OMC-MUN-NBI	INSPECTION DATE APR 25, 2022
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SKETCHES

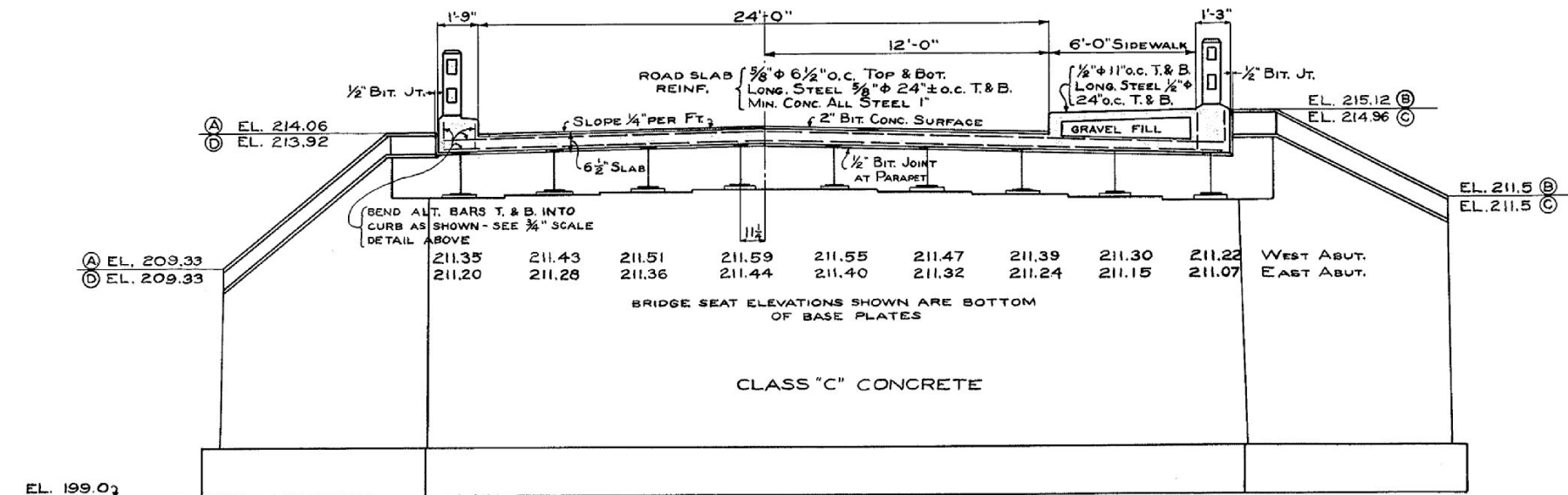


ELEVATION

Sketch 2: Elevation

CITY/TOWN MONTAGUE	B.I.N. OMC	BR. DEPT. NO. M-28-025	8.-STRUCTURE NO. M28025-OMC-MUN-NBI	INSPECTION DATE APR 25, 2022
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SKETCHES

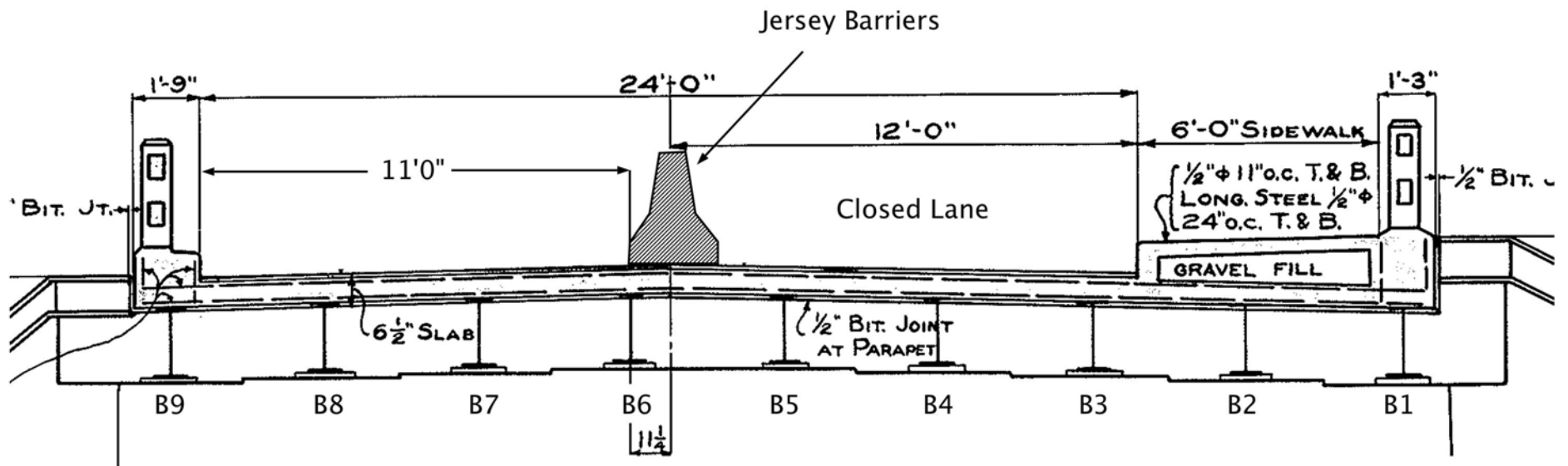


ELEVATION WEST ABUTMENT
(EAST ABUTMENT SIMILAR EXCEPT AS NOTED)

Sketch 3: Cross Section

CITY/TOWN MONTAGUE	B.I.N. OMC	BR. DEPT. NO. M-28-025	8.-STRUCTURE NO. M28025-OMC-MUN-NBI	INSPECTION DATE APR 25, 2022
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SKETCHES



Sketch 4: Width of Roadway & Location of Barrier over Beam 6.

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SKETCHES

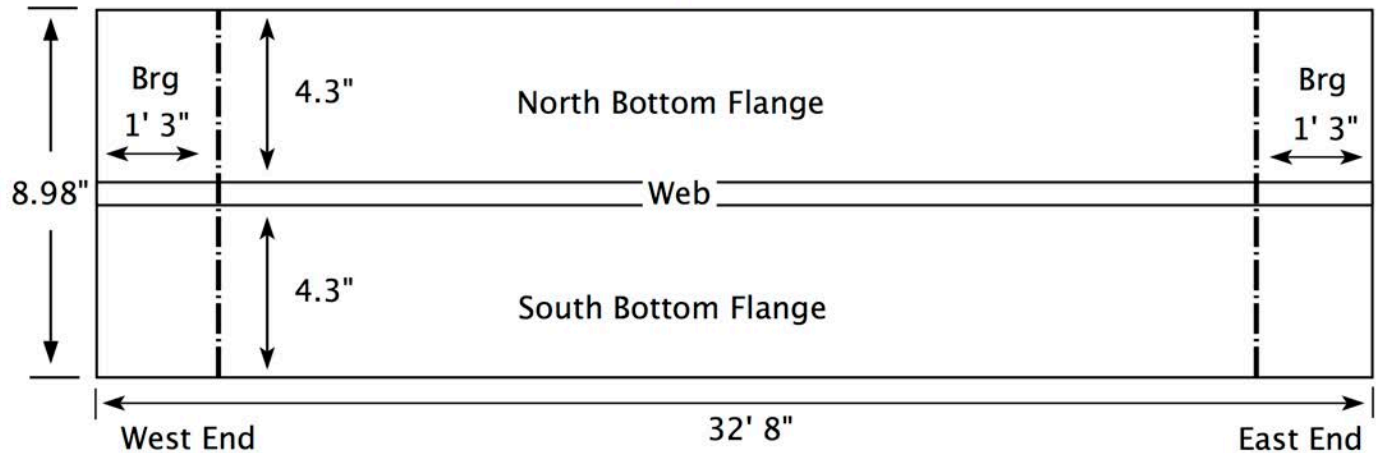
Steel Beams = 24 WF 74

Web = 0.43"

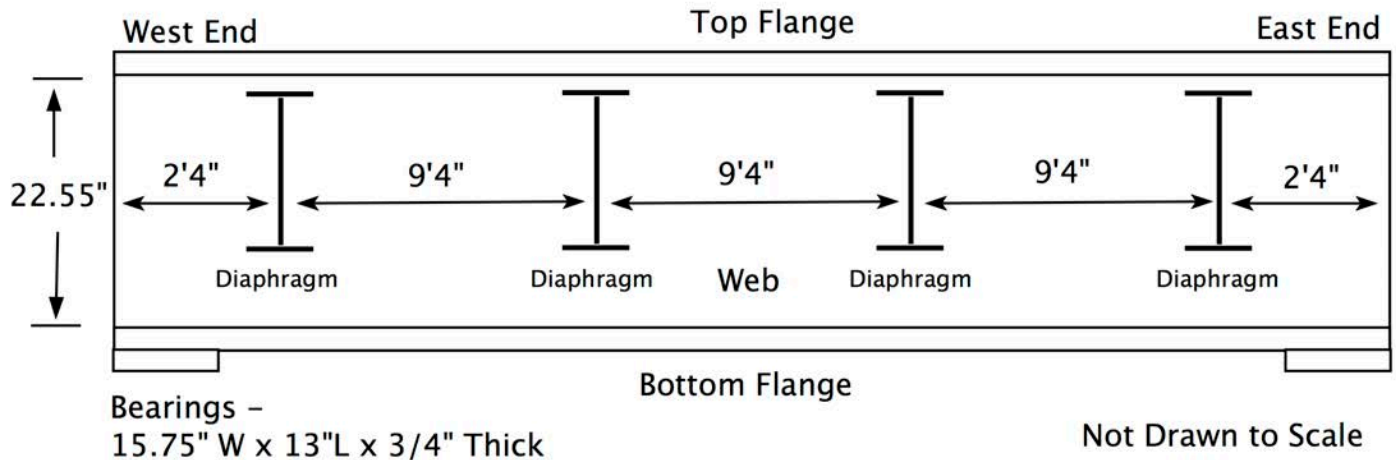
Flanges = 0.66"

Beam Length = 32' 8"

Top View



South Face



Sketch 5: Original Measurements of Beams

CITY/TOWN
MONTAGUEB.I.N.
OMCBR. DEPT. NO.
M-28-0258.-STRUCTURE NO.
M28025-OMC-MUN-NBIINSPECTION DATE
APR 25, 2022**SKETCHES****Steel Beam 2**

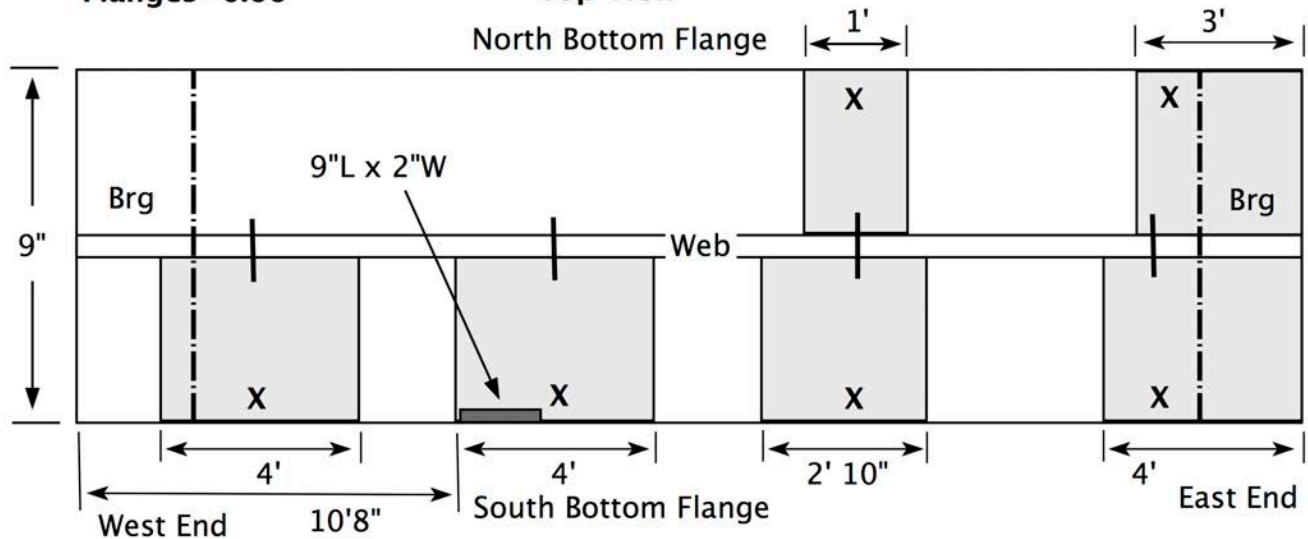
Beams=24 WF 74

Web = 0.43"**Flanges=0.66"**

Starting at East Beam End

X-at 1'4" = 0.31" Remaining

X-at 11'8" = 0.49" Remaining

Top View

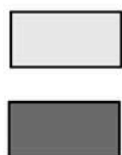
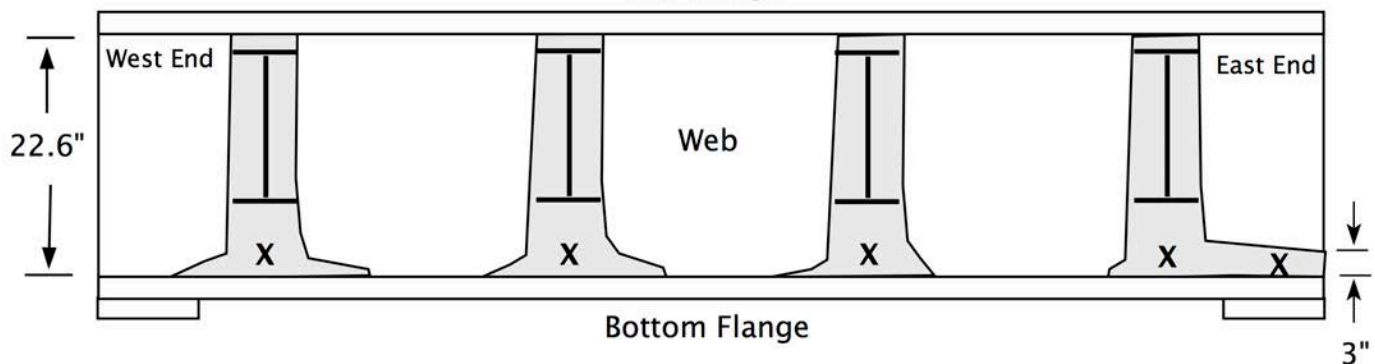
Starting at East Beam End

X-at 2'4" = 0.27" Remaining

X-at 11'8" = 0.20" Remaining

X-at 21' = 0.15" Remaining

X-at 30'4" = 0.28" Remaining

South Face**Top Flange**= Heavy Rust Delamination with
Various Degrees of Section Remaining.

= Rust Hole

Not Drawn to Scale

Starting at East Beam End

X-at 6" = 0.22" Remaining

X-at 2'4" = 0.28" Remaining

X-at 11'8" = 0.37" Remaining

X-at 21' = 0.18" Remaining

X-at 30'4" = 0.21" Remaining

Sketch 6: Beam 2 Section Loss - Out of Service.

CITY/TOWN
MONTAGUEB.I.N.
OMCBR. DEPT. NO.
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APR 25, 2022**SKETCHES**

Steel Beam 3
Beams=24 WF 74
Web = 0.43"
Flanges=0.66"

Flange Thickness:

Starting at East Beam End

X-at 2'4" = 0.10" Remaining

X-at 7' = 0.39" Remaining

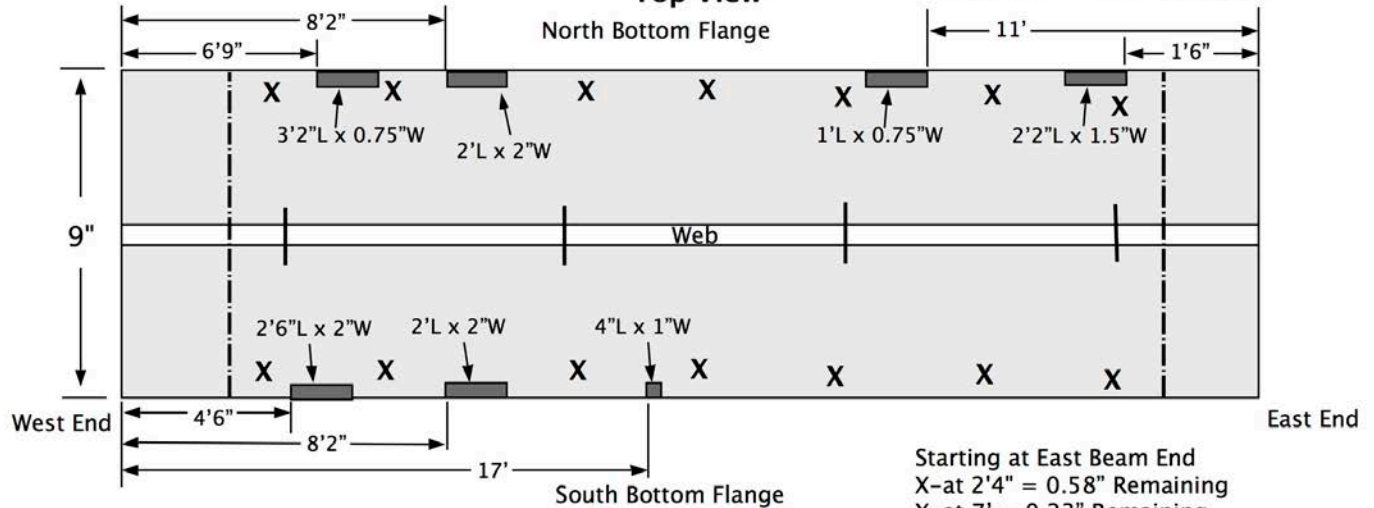
X-at 11'8" = 0.15" Remaining

X-at 16'4" = 0.28" Remaining

X-at 21' = 0.63" Remaining

X-at 25'8" = 0.00" Remaining

X-at 30'4" = 0.22" Remaining

Top View

Starting at East Beam End

X-at 2'4" = 0.58" Remaining

X-at 7' = 0.23" Remaining

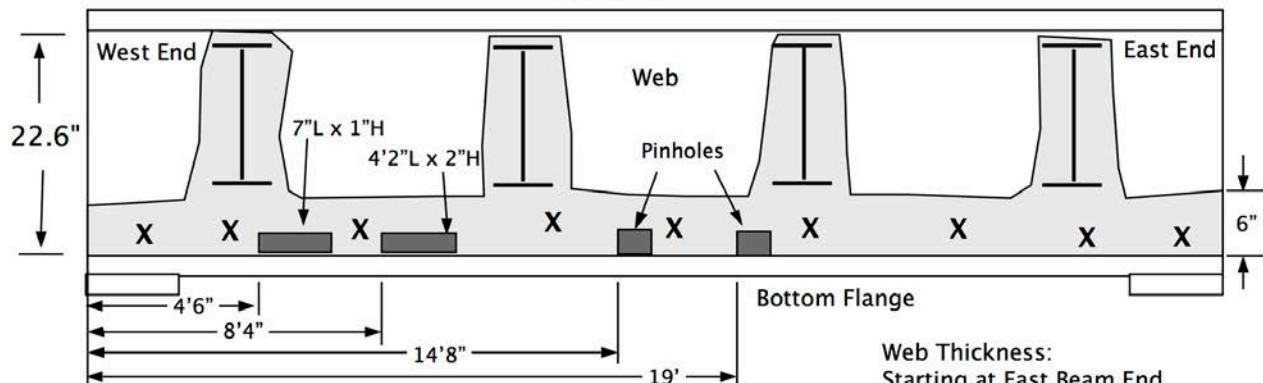
X-at 11'8" = 0.51" Remaining

X-at 16'4" = 0.26" Remaining

X-at 21' = 0.58" Remaining

X-at 25'8" = 0.00" Remaining

X-at 30'4" = 0.22" Remaining

South Face**Top Flange**

Web Thickness:

Starting at East Beam End

X-at 6" = 0.22" Remaining

X-at 2'4" = 0.22" Remaining

X-at 7' = 0.28" Remaining

X-at 11'8" = 0.27" Remaining

X-at 16'4" = 0.28" Remaining

X-at 21' = 0.18" Remaining

X-at 25'8" = 0.00" Remaining

X-at 30'4" = 0.23" Remaining

X-at 32'2" = 0.28" Remaining

■ = Heavy Rust Delamination with
Various Degrees of Section Remaining.

■ = Rust Hole

Not Drawn to Scale

⚠ = New or more severe condition

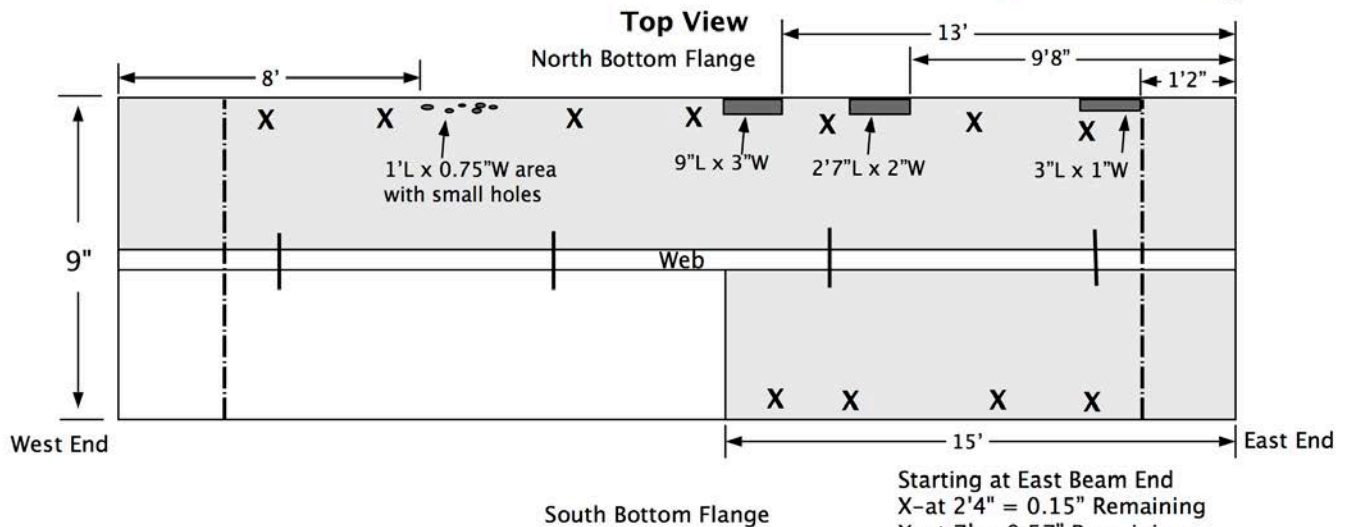
Sketch 7: Beam 3 Section Loss - Out of Service.

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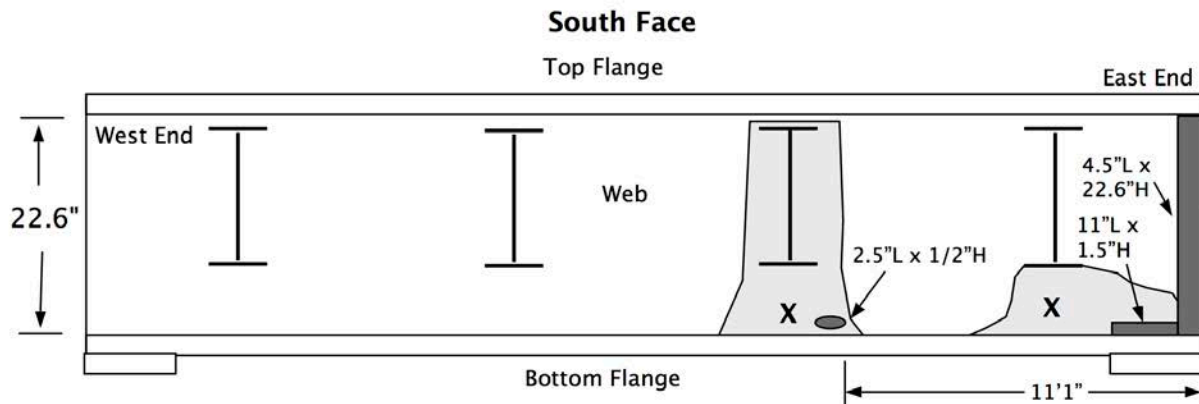
SKETCHES

Steel Beam 4
Beams=24 WF 74
Web = 0.43"
Flanges=0.66"

Flange Thickness:
Starting at East Beam End
X-at 2'4" = 0.38" Remaining
X-at 7' = 0.58" Remaining
X-at 11'8" = 0.09" Remaining
X-at 16'4" = 0.58" Remaining
X-at 21' = 0.63" Remaining
X-at 25'8" = 0.58" Remaining
X-at 30'4" = 0.62" Remaining



Starting at East Beam End
X-at 2'4" = 0.15" Remaining
X-at 7' = 0.57" Remaining
X-at 11'4" = 0.18" Remaining
X-at 13' = 0.28" Remaining



Web Thickness:
Starting at East Beam End
X-at 2'4" = 0.27" Remaining
X-at 11'4" = 0.27" Remaining

= Heavy Rust Delamination with Various Degrees of Section Remaining.

= Rust Hole

Not Drawn to Scale

▲ = New or more severe condition

Sketch 8: Beam 4 Section Loss - Out of Service.

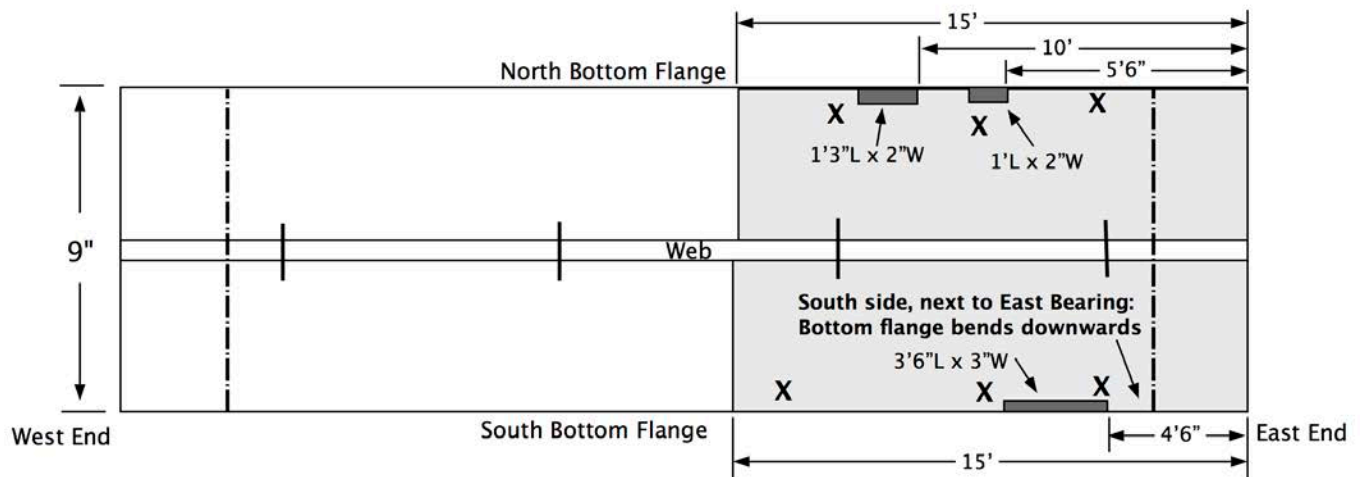
CITY/TOWN MONTAGUE	B.I.N. OMC	BR. DEPT. NO. M-28-025	8.-STRUCTURE NO. M28025-OMC-MUN-NBI	INSPECTION DATE APR 25, 2022
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SKETCHES

Steel Beam 5
Beams=24 WF 74
Web = 0.43"
Flanges=0.66"

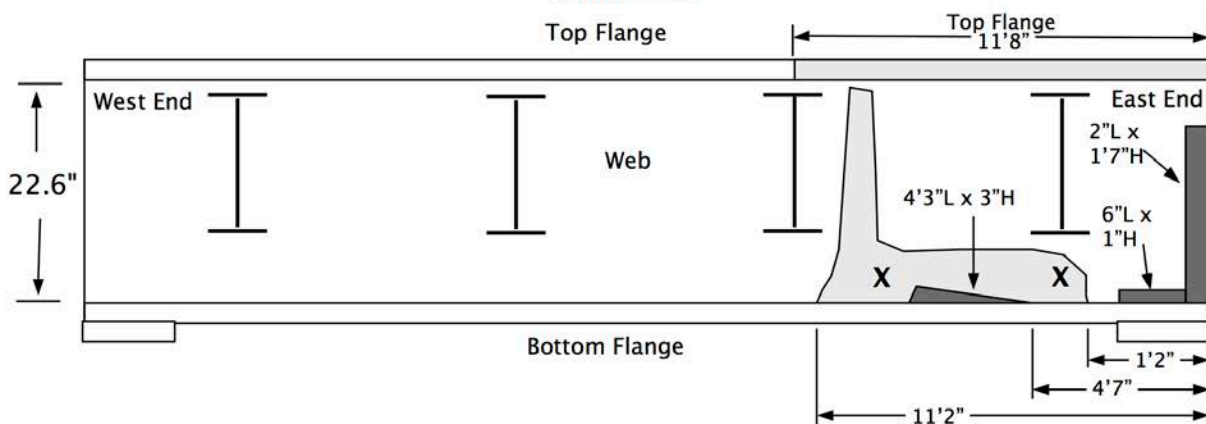
Flange Thickness:
Starting at East Beam End
X-at 2'4" = 0.20" Remaining
X-at 7' = 0.10" Remaining
X-at 11'8" = 0.11" Remaining

Top View



Starting at East Beam End
X-at 2'4" = 0.14" Remaining
X-at 7' = 0.10" Remaining
X-at 11'8" = 0.25" Remaining

South Face



= Heavy Rust Delamination with Various Degrees of Section Remaining.
 = Rust Hole
 Not Drawn to Scale

⚠ = New or more severe condition

Web Thickness:
Starting at East Beam End
X-at 2'4" = 0.37" Remaining
X-at 7' = 0.14" Remaining

Sketch 9: Beam 5 Section Loss - Out of Service.

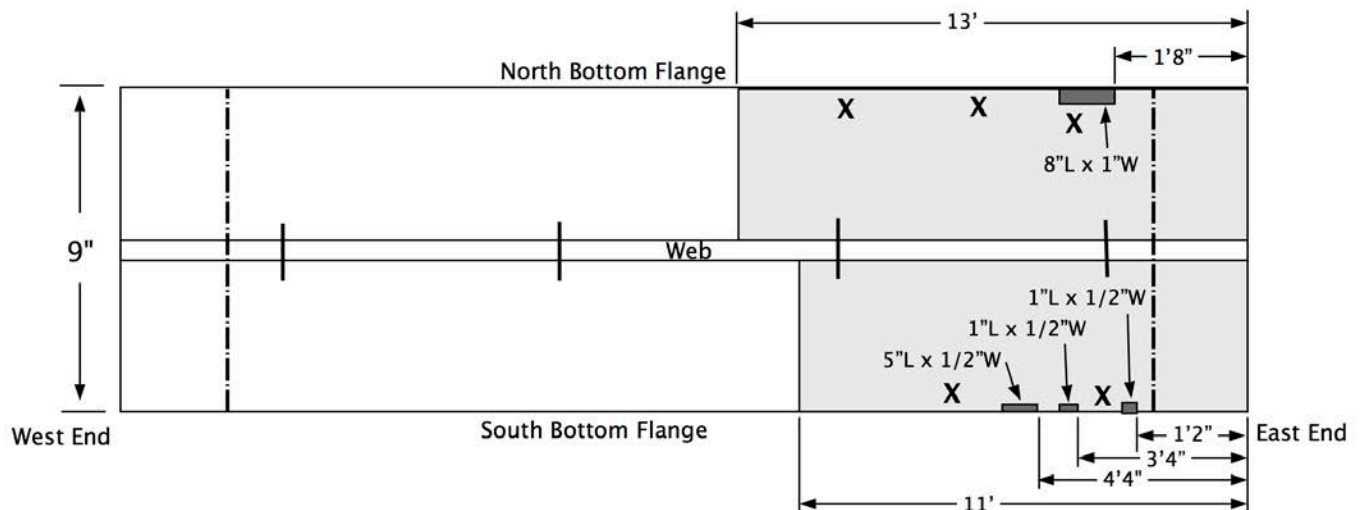
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SKETCHES

Steel Beam 8
Beams=24 WF 74
Web = 0.43"
Flanges=0.66"

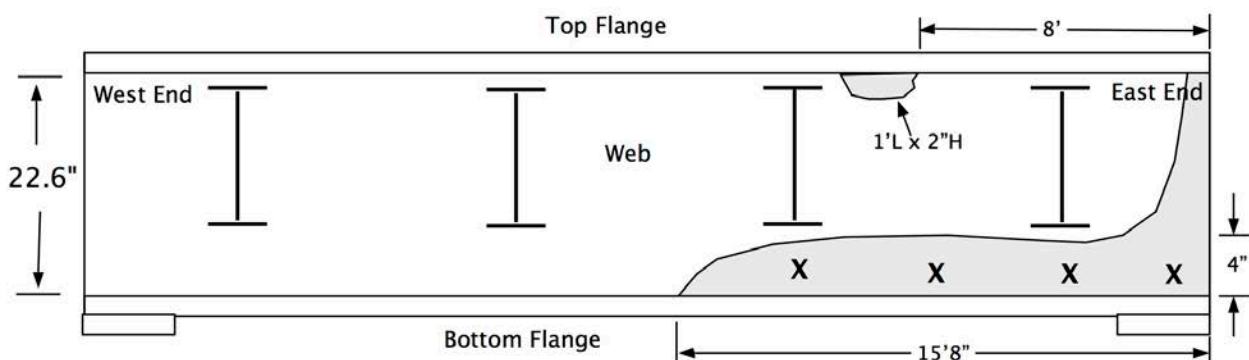
Flange Thickness:
Starting at East Beam End
X-at 2'4" = 0.06" Remaining
X-at 7' = 0.10" Remaining
with up to 100% Section Loss
X-at 11'8" = 0.42" Remaining

Top View



Starting at East Beam End
X-at 2'4" = 0.24" Remaining
X-at 7' = 0.20" Remaining
with edge loss up to 100%

South Face



= Heavy Rust Delamination with Various Degrees of Section Remaining.
 = Rust Hole

Not Drawn to Scale

⚠ = New or more severe condition

Sketch 10: Beam 8 Section Loss

CITY/TOWN MONTAGUE	B.I.N. OMC	BR. DEPT. NO. M-28-025	8-STRUCTURE NO. M28025-OMC-MUN-NBI	INSPECTION DATE APR 25, 2022
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SKETCHES

Steel Beam 9

Beams=24 WF 74

Web = 0.43"

Flanges=0.66"

Flange Thickness:

Starting at East Beam End

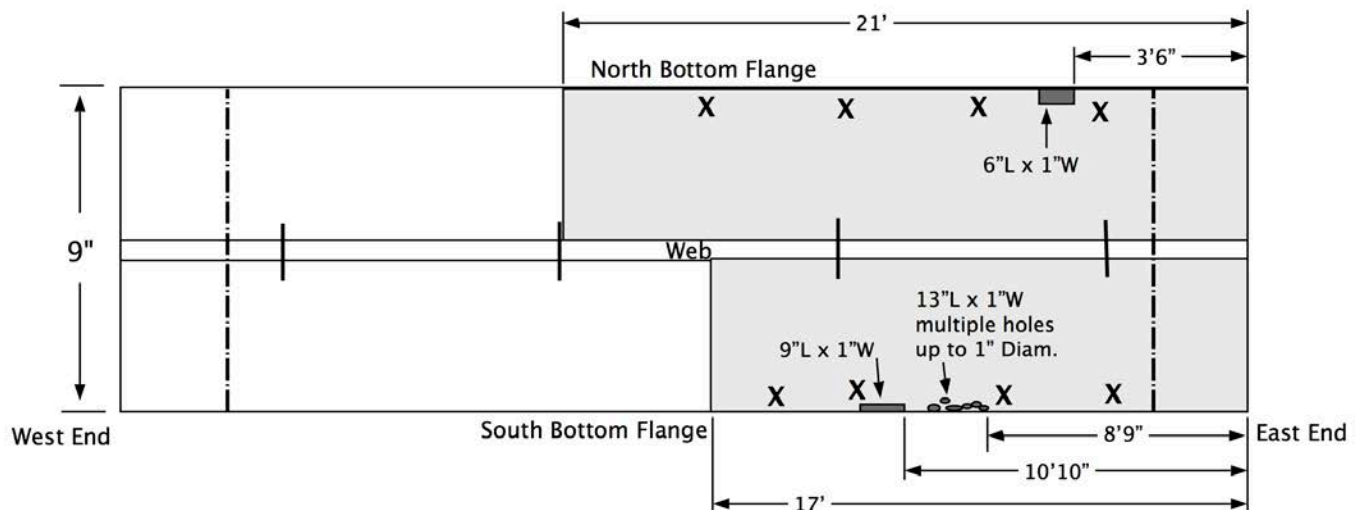
X-at 2'4" = 0.18" Remaining

X-at 7' = 0.18" Remaining

X-at 11'8" = 0.13" Remaining

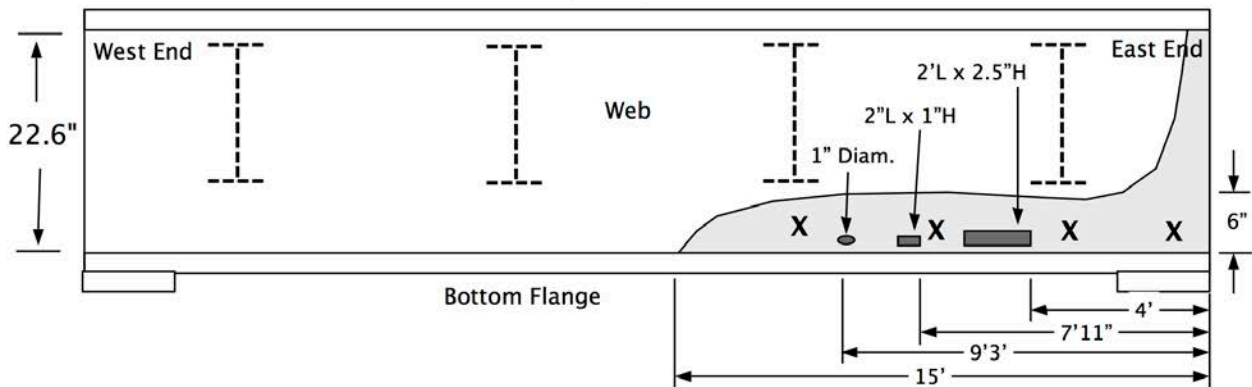
X-at 16'4" = 0.22" Remaining

Top View



South Face

Top Flange



Starting at East Beam End

X-at 2'4" = 0.18" Remaining

X-at 7' = 0.07" Remaining

X-at 11'8" = 0.08" Remaining

X-at 13' = 0.22" Remaining

= Heavy Rust Delamination with
Various Degrees of Section Remaining.

= Rust Hole

Not Drawn to Scale



= New or more severe condition

Web Thickness:

Starting at East Beam End

X-at 6" = 0.25" Remaining

X-at 2'4" = 0.25" Remaining

X-at 7' = 0.16" Remaining

X-at 11'8" = 0.18" Remaining

Sketch 11: Beam 9 Section Loss

CITY/TOWN MONTAGUE	B.I.N. OMC	BR. DEPT. NO. M-28-025	8-STRUCTURE NO. M28025-OMC-MUN-NBI	INSPECTION DATE APR 25, 2022
-----------------------	---------------	---------------------------	---------------------------------------	---------------------------------

PHOTOS

Photo 1: Bridge has "3 Ton" posting signs placed at the nearest intersections and 100' from both sides of the bridge.



Photo 2: Bridge has "One Lane Roadway" signs placed on both sides of the bridge.

CITY/TOWN MONTAGUE	B.I.N. OMC	BR. DEPT. NO. M-28-025	8.-STRUCTURE NO. M28025-OMC-MUN-NBI	INSPECTION DATE APR 25, 2022
-----------------------	---------------	---------------------------	--	---------------------------------

PHOTOS

Photo 3: Roadway was restricted with concrete barriers, to 11' wide, off the south curb, taking Beams 1 - 5 out of service. Reflectorized panels are attached to the exterior faces of the concrete barriers.

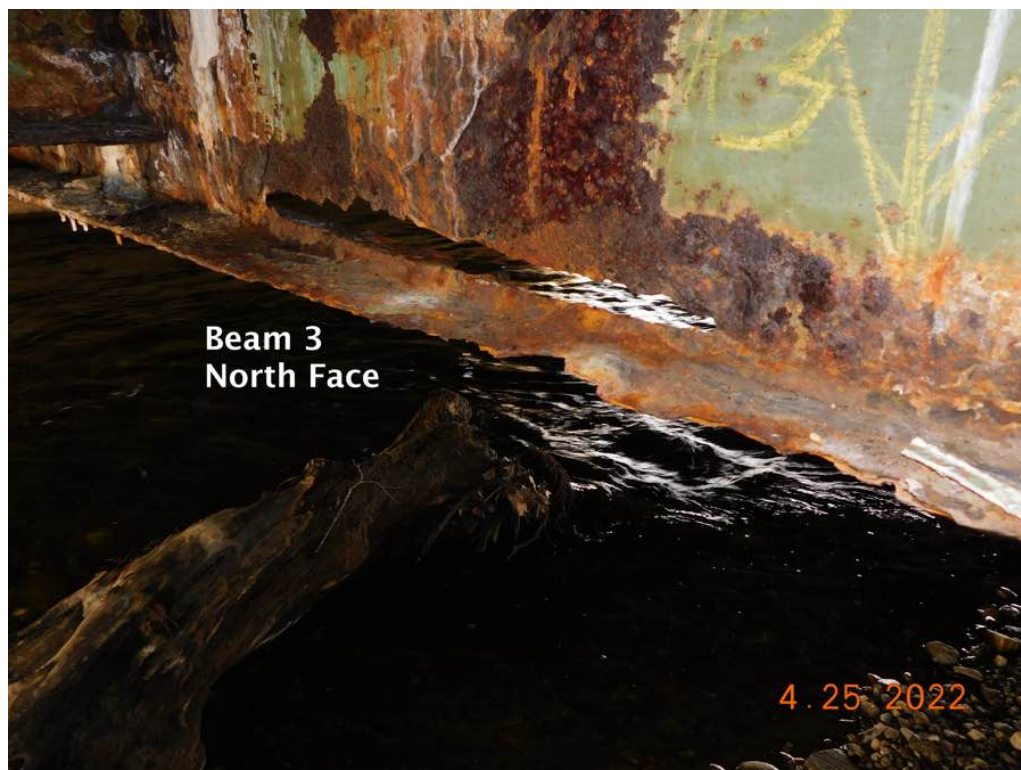


Photo 4: Beam 3 has rust holes in the lower web & bottom flange.

CITY/TOWN MONTAGUE	B.I.N. OMC	BR. DEPT. NO. M-28-025	8.-STRUCTURE NO. M28025-OMC-MUN-NBI	INSPECTION DATE APR 25, 2022
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PHOTOS

Photo 5: Beam 5 has rust holes in lower web & bottom flange.



Photo 6: Beam 9 has rust holes in lower web & bottom flange.

bc



In order to improve service levels to all residents in the Town of Montague we are proposing a transition of the streets enumerated below from service every Tuesday to service every Monday. This change in days for a portion of the Tuesday route will enable Republic Services to adequately plan to supplement the existing routes and equipment servicing the town to avoid issues with the truck becoming fully loaded and "packing out" and to comply with DOT operating hour restrictions.

The streets we are proposing to transition **Tuesday to Monday** service are:

- 1 – 79 Center St.
- 404 – 453 Federal St.
- 4 – 85 Main St.
- 2 – 13 Newton Ln.
- 4 – 27 North St.
- 3 – 34 Old Stage Rd.
- 2 – 45 Old Sunderland Rd.
- 5 & 7 Orchard Rd.
- 3 – 34 School St.
- 6 – 17 Station St.
- 1 – 37 Union St.
- 5 Welch St.
- 4 – 38 West St.

In order to improve service levels to all residents in the Town of Montague we are proposing a transition of the streets enumerated below from service every Wednesday to service every Monday. This change in days for a portion of the Wednesday route will enable Republic Services to adequately plan to supplement the existing routes and equipment servicing the town to avoid issues with the truck becoming fully loaded and "packing out" and to comply with DOT operating hour restrictions.

The streets we are proposing to transition **Wednesday to Monday** service are:

- 2 – 14 Alice St.
- 10 Broadview Hts.
- 2 – 18 Carlisle Ave.
- 5 Chatham Cir.
- 3 – 16 Chester St.
- 7 – 30 Chestnut St.
- 2 – 44 Coolidge Ave.
- 4 – 7 Edward Ave.
- 1 – 4 Franklin Commons
- 1 – 8 George Ave.
- 1 – 25 Goddard Ave.
- 9 – 62 Grove St.
- 1 – 6 Henry Ave.
- 2 – 77 Hillside Rd.
- 2 – 19 James Ave.
- 3 – 12 Madison Ave.
- 24 Maple St.
- 11 – 184 Millers Fall Rd.
- 5 – 20 Morris Ave.
- 1 Nadeau Ave.
- 3 S. Park St.
- 6 N. Park St.
- 5 – 10 Pleasant St.
- 4 & 6 Riverside Dr.
- 23 – 181 Turner Falls Rd.
- 181 – 258 Turnpike Rd.
- 19 – 37 Unity St.
- 8 – 55 Vladish Ave.
- 1 – 14 Wentworth Ave.
- 5 – 41 Worcester Ave.
- 2 – 9 Wrightson Ave.

MassDOT Highway Project Information (ProjectInfo)

Information on MassDOT Highway projects can be found in our on-line ProjectInfo tracking system. You can find searching by town or other options below.

Project information for all Highway Division projects

Report by: [City](#) | [MassHighway District](#) | [MPO](#) | [State Senate](#) | [State Representative](#) | [US Congress](#)

Enter a City or Road name to search for a new project:

search

Project 612799

Project Description: GREENFIELD- MONTAGUE- BRIDGE REPLACEMENT, G-12-002, TURNERS FALLS ROAD OVER CONNECTICUT STREET OVER CANAL

Location:

- Town of Greenfield
- Town of Montague

Design Responsibility: Consultant

Right of Way Responsibility: MassDOT

Project Manager: Courtney Sulerud

Estimated Total Contract Cost: \$54,048,466.17

Estimated Total Federal Participating Construction Cost: \$56,050,261.22

District: District 2

Current Status: This project is in the preliminary design phase.

Contracts (0)	Progress
No contracts associated with this project	

WendyB-Montague Selectboard

From: Walter Ramsey - Montague Planner
Sent: Wednesday, June 1, 2022 3:45 PM
To: WendyB-Montague Selectboard; StevenE - Montague Town Administrator
Subject: 6/6 SB Agenda items

Hi Wendy,

Please hold space for these items on 6/6

- Update Comprehensive Plan Grant Agreement to allow for release of all funds by June 30, 2022
Announce project website (www.montagueplans.org) and release of Community Survey
- CD Development Discretionary Hearing: 38 Avenue A Property Appraisal to facilitate sale of parcel by Montague EDIC

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

Land Use Planning Grant Program***Executive Office of Energy and Environmental Affairs*****Addendum A**

The Executive Office of Energy and Environmental Affairs (EEA) agrees to pay Town of Montague the total contract balance of \$33,000 in grant funding. The Town of Montague commits to provide all invoices and the respective receipts against this grant. All projects and tangible items financed by this grant must be completed/delivered by June 30, 2023. Any unexpended funds are to be returned to the Commonwealth at the conclusion of the contract or if the project cannot be completed. The scope of work of the project, completion date, and other terms of the contract are unchanged

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

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

Print Name: _____

Print Title: _____

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

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

Print Name: _____

Print Title: _____

DATE

Kurt Gaertner
Assistant Secretary for Environmental Policy
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, 9th Floor
Boston, MA 02114

Dear Kurt:

This is to request the payment of \$33,000 as specified in our contract with the Executive Office of Energy and Environmental Affairs. Our vendor number is VC6000191893 and our project number is CT ENV 01042200000000001995.

As outlined in Addendum A to our contract, all invoices and the respective receipts will be provided against this grant. All projects and tangible items financed by this grant will be completed/delivered by the contract end date, and any unexpended funds will be returned to the Commonwealth at the conclusion of the contract or if the project cannot be completed.

Thank you for your support for this project.

Sincerely,

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a): Legal Address: (W-9, W-4): One Avenue A Turners Falls, MA 01376 Contract Manager: Walter Ramsey, Town Planner Phone: 413-863-3200 Ext 112 Email: planner@montague-ma.gov Fax: Contractor Vendor Code: VC6000191893 Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		COMMONWEALTH DEPARTMENT NAME: Exec. Office of Energy & Env. Affairs MMARS Department Code: ENV Business Mailing Address: 100 Cambridge Street, Suite 900, Boston, MA 02114 Billing Address (if different): Contract Manager: Kurt Gaertner Phone: 857-338-5935 E-Mail: kurt.gaertner@mass.gov Fax: MMARS Doc ID(s): CT ENV 0104220000000001995 RFR/Procurement or Other ID Number: ENV 22PLN 01	
___ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) ___ Department Procurement (Includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form, scope, budget) ___ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u>X</u> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: <u>6/30/23</u> , ____ Enter Amendment Amount: \$ <u>No Change</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <u>X</u> Amendment to Date, Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> <u>Commonwealth Terms and Conditions</u> ___ <u>Commonwealth Terms and Conditions For Human and Social Services</u> ___ <u>Commonwealth IT Terms and Conditions</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ___ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X</u> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>33,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The Executive Office of Energy & Env. Affairs and the Town of Montague hereby amend their contract for the development of Master Plan elements to adjust the timing of project spending as detailed in the attachments.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>X</u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ___ 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ___ 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/30</u> , 2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

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

The Executive Office of Energy and Environmental Affairs (EEA) and the Town of Montague hereby amend their contract to provide the full contract balance of \$33,000 for spending in FY22, rather than over two fiscal years. Other terms of the contract are unchanged.

ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

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

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

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

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

MAXIMUM OBLIGATION

\$33,000

Page 1 of 1 Budget pages

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

Community Development Discretionary Account Transfer Request

Allocation from 225-5-184-5200 (CD Unallocated)

Authorization to transfer \$1,550

from CD Discretionary Unallocated (225-5-184-5200)

to CD Property Appraisal (225-5-184-****)

Request Date: June 6, 2022

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$60,497.64

CD Property Appraisal: New budget line

Balances post transfer

CD Discretionary Unallocated: \$31,990.27

CD Downtown Beautification: \$ 1,555.20

WendyB-Montague Selectboard

From: Sharon Pleasant <spleasant@fcrhra.org>
Sent: Tuesday, May 31, 2022 12:39 PM
To: WendyB-Montague Selectboard
Cc: Brian McHugh
Subject: June 6 Selectboard Meeting Agenda Items
Attachments: 2021-187-5.pdf; HM Nunes Invoice #1.pdf; Montague FY21 - PSC Clearance letter - signed.pdf; FY20MONT Extension Letter #1.docx; FY21 MONT PSC Town.Berkshire Design.Ave A Phase III.docx

Wendy,

We have items to add to the June 6 selectboard meeting agenda – 3 items for FY20 Montague Grant and 2 items for the FY21 Montague Grant. I've attached the documents to this email, but will bring down signed original copies prior to Monday's meeting.

CDF-G-2020-Montague-00896

1. Authorization to disburse payment #5 in the amount of \$4,925 to Berkshire Design for Avenue A Streetscape Phase III Construction Administration Fees
2. Authorization to disburse payment #1 in the amount of \$158,751 to H.M. Nunes & Sons Construction, Inc., for Avenue A Streetscape Phase III Construction fees
3. Extension request to extend the FY20 grant implementation period to 09/30/2022.

CDF-G-2021-Montague-00931

1. Authorization to sign Grant Administration Professional Services Contract between the Town of Montague and HRA
2. Authorization to sign Professional Services Contract between the Town of Montague and Berkshire Design Group, Inc. to provide bidding and construction administration services for the Avenue A Streetscape Phase III Continuation Project.

Thank you,
Sharon

Sharon L. Pleasant
 Community Development Program Manager
 Franklin County Regional Housing
 and Redevelopment Authority
 241 Millers Falls Road, Turners Falls, MA 01376
 413.863.9781 x 156
 Direct Line 413.223.5215
 413-863-9289 Fax



Franklin County Regional Housing and Redevelopment Authority email messages are public records except when they fall under one of the specific statutory exemptions. This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and its attachments, if any, and destroy any hard copies you may have created and notify me immediately.

9A



**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. 5
Invoice # 2021-187-3 and Invoice # 2021-187-5
TOWN OF MONTAGUE FY20 (6J)
AVENUE A STREETScape PHASE III
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060**

Date: June 6, 2022

Original Contract Amount:	26,400.00
Total Contract	26,400.00
Total Paid to Date:	\$7,685
Balance:	18,715.00
This Invoice:	4,925.00
Balance:	13,790.00

Work Items Complete:

See attached invoice dated: May 23, 2022 FY2020 CDBG Funds allocated: \$4,925.00	FY2020 CDBG \$ 4,925.00
---	------------------------------------

I reviewed this invoice on 05/23/22 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$4,925.00**

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 # 2021-187-5

May 23, 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 April 1, 2022 to April 30, 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%	0.00%	\$0.00
Construction Administration	\$19,700.00	30.00%	25.00%	\$4,925.00
	<u>\$26,400.00</u>			
Subtotal Task Charges				\$4,925.00
INVOICE TOTAL				\$4,925.00

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	\$0.00	\$1,902.50	\$1,902.50
Total Prior Billing		\$0.00	\$0.00	\$0.00	\$1,902.50	\$1,902.50

Total Due \$6,827.50



**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
Project # 544-Avenue A Streetscape
TOWN OF MONTAGUE FY20 (6J)
AVENUE A STREETSCAPE PHASE III
Contractor: H. M. Nunes & Sons Construction, Inc.
82 Carmelinas Circle
Ludlow, MA 01056**

Date: May 23, 2022

Original Contract Amount:	172,800.00
Change Order #1	5,890.00
Change Order #2	1,700.00
Total Contract	180,390.00
Total Paid to Date:	\$0
Balance:	180,390.00
This Invoice:	158,751.00
Balance:	21,639.00

Work Items Complete:

See attached invoice dated: May 20, 2022 FY2020 CDBG Funds allocated: \$158,751.00	FY2020 CDBG \$ 158,751.00
---	--------------------------------------

I reviewed this invoice on May 23, 2022, and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$158,751.00**.

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

PAYMENT APPLICATION

TO: Town of Montague
1 Avenue A
Turner Falls, MA 01376
Attn: Steve Ellis

FROM: H.M. Nunes & Sons Construction, Inc.
82 Carmelinas Circle
Ludlow, MA 01056

FOR: Avenue A Streetscape Improvements

PROJECT NAME AND LOCATION: 544 - Avenue A Streetscape
Avenue A Streetscape Improvements
1 Avenue A
Turner Falls, MA 01376
Berkshire Design Group, Inc.
4 Allen Place
Northampton, MA 01060

ARCHITECT: H.M. Nunes & Sons Construction, Inc.

APPLICATION # 1
PERIOD THRU: 05/20/2022
PROJECT #s: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐
DATE OF CONTRACT: 03/11/2022
PAYMENT TERMS: Net 30 Days
PAYMENT DUE: 06/19/2022

Distribution to:

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$172,800.00
2. SUM OF ALL CHANGE ORDERS	\$7,590.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$180,390.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$176,390.00
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$17,639.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$17,639.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$158,751.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$0.00
8. PAYMENT DUE	\$158,751.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$21,639.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$7,590.00	\$0.00
TOTALS	\$7,590.00	\$0.00
NET CHANGES	\$7,590.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: H.M. Nunes & Sons Construction, Inc.

By: Marina Nunes Date: 5/20/2022

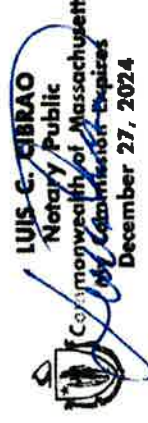
State of: Massachusetts

County of: Hampden

Subscribed and sworn to before me this 20th day of May 2022

Notary Public: Luis C. Cibrao

My Commission Expires: December 27, 2024



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: \$158,751.00
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION

CONTINUATION PAGE

Page 2 of 2

PROJECT: 544 - Avenue A Streetscape
 Avenue A Streetscape Improvements
 APPLICATION #: 1
 DATE OF APPLICATION: 05/20/2022
 PERIOD THRU: 05/20/2022
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G	H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT QTY \$ AMT	COMPLETED WORK AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	RETAINAGE (If Variable)
1	Mobilization	\$5,000.00 1.00	\$0.00 0.00	\$5,000.00 1.00	\$0.00 0.00	\$5,000.00 1.00	100%	\$0.00
2	Excavation & Removals	\$43,800.00 1.00	\$0.00 0.00	\$43,800.00 1.00	\$0.00 0.00	\$43,800.00 1.00	100%	\$0.00
3	Drainage & Site Preparation	\$40,000.00 1.00	\$0.00 0.00	\$40,000.00 1.00	\$0.00 0.00	\$40,000.00 1.00	100%	\$0.00
4	Concrete & Brick Paving	\$65,000.00 1.00	\$0.00 0.00	\$65,000.00 1.00	\$0.00 0.00	\$65,000.00 1.00	100%	\$0.00
5	Granite Planters	\$12,000.00 1.00	\$0.00 0.00	\$12,000.00 1.00	\$0.00 0.00	\$12,000.00 1.00	100%	\$0.00
6	Restoration & Plantings	\$3,000.00 1.00	\$0.00 0.00	\$3,000.00 1.00	\$0.00 0.00	\$3,000.00 1.00	100%	\$0.00
7	Site Furnishings	\$4,000.00 1.00	\$0.00 0.00	\$4,000.00 1.00	\$0.00 0.00	\$4,000.00 1.00	0%	\$4,000.00
8	CO 1 - Additional Charges & Work	\$5,890.00 1.00	\$0.00 0.00	\$5,890.00 1.00	\$0.00 0.00	\$5,890.00 1.00	100%	\$0.00
9	CO 2 - Additional Concrete Work	\$1,700.00 1.00	\$0.00 0.00	\$1,700.00 1.00	\$0.00 0.00	\$1,700.00 1.00	100%	\$0.00
	TOTALS	\$180,390.00	\$0.00	\$176,390.00	\$0.00	\$176,390.00	98%	\$4,000.00

CONTINUATION PAGE

* Less retainage

Quantum Software Solutions, Inc. Document

9c



**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289

June 6, 2022

Patricia Roushanaei, Program Representative
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

RE: CDF I-G-2020-Montague-00896; Program Extension #1

Dear Ms. Roushanaei,

The Town of Montague would like to request a program extension to September 30, 2022, for CDF-I-G-2020-Montague-00896. The Franklin County Housing and Redevelopment Authority (HRA) is administering the grant for the Town and is submitting this extension for additional time to complete housing rehabilitation projects currently underway. The original goal for the HR activity was to complete 3 units and with the addition of \$70,419.67 in Program Income Funds, at least 5 units will be completed. In addition, the town wishes to reprogram uncommitted 6J Construction costs for bids that came in below estimate and without utilizing all of the contingency funds and will need additional time to hold a public hearing.

If you have any questions regarding this Program Extension, please feel free to contact Brian P. McHugh, Director of Community Service at Franklin County Regional Housing and Redevelopment Authority, at (413) 223-5224 or bmchugh@fcrhra.org.

Sincerely,

Richard Kuklewicz
Chair, Selectboard

Budget and Program Revision Form

Community/Grantee: MONTAGUE	Original Award: \$675,519
Program Name/Year: CDF-G-2020-MONTAGUE Grant #:00896	Revision #: P-number (program revision) B-number (budget revision) E-number (extensions)
Contract End Date: 06 / 30 / 22	Date Revision Submitted: 06 / 07 / 22

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

Grantee Requested	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	DHCD Approved
	Budget Amendment to increase the grant award to \$	
	Budget Revision for:	
	<ul style="list-style-type: none"> • Change in administrative dollars 	
	<ul style="list-style-type: none"> • Transfer of funds from construction to non-construction or vice versa 	
	<ul style="list-style-type: none"> • Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000 	
X	Program Extension (to increase period of availability of funds/period of performance) to 09 / 30 / 2022	
	<ul style="list-style-type: none"> • This extension will extend period of performance beyond the end of the term of the current grant agreement 	
	Program Revision for:	
	<ul style="list-style-type: none"> • Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served. 	
	<ul style="list-style-type: none"> • Changes in key personnel 	
	<ul style="list-style-type: none"> • For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award 	
	<ul style="list-style-type: none"> • Other, specify 	

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

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



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

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

April 27, 2022

Richard Kuklewicz
Chair, Board of Selectmen
Town of Montague
1 Avenue A
Turners Falls, MA 01376

**Re: Community Development Block Grant –
FY 2021 Professional Services Contract: Town of Montague Grant #931**

Dear Chair Kuklewicz:

The Department of Housing and Community Development (DHCD) is in receipt of a draft Professional Services Contract between the Town of Montague and Franklin County Regional Housing & Redevelopment Authority for the provision of grant administration services for the FY 2021 CDBG grant.

DHCD has reviewed the draft contract and finds the language acceptable. The Department looks forward to the timely implementation of the Town's FY 2021 CDBG grant. If you have any questions or need assistance, please contact your CDBG Program Representative, Golnaz Tabatabai at golnaz.tabatabai@mass.gov.

Sincerely,

A handwritten signature in cursive script that reads "Kathryn McNelis".

Kathryn McNelis
Community Development Manager
Division of Community Services

Cc: Brian McHugh, Franklin County Regional Housing & Redevelopment Authority
Sharon Pleasant, Franklin County Regional Housing & Redevelopment Authority

AGREEMENT

BY AND BETWEEN

TOWN/CITY OF MONTAGUE

AND

FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY

THIS AGREEMENT, was made as of the 4th day of April, 2022 by and between the Town/City of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and **FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY INC.**, 241 Millers Falls Road, Turners Falls, MA 01376, hereinafter referred to as the CONSULTANT).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of FY2021 Montague Housing Rehabilitation, Avenue A Streetscape Phase III Continuation Program, Montague Catholic Social Ministries *Families Learning Together Strong* Program, LifePath, Inc. *Home Sharing* Program, Wildflower Alliance *Peer Support and Advocacy Services for Residents in Recovery* Program, and The Brick House *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 CONSULTANT:** The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of MONTAGUE, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.
3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
 - 3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is **STEVEN ELLIS, TOWN ADMINISTRATOR**. TELEPHONE **413.863.3200 X 110**.

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

<u>Progress Report</u>	<u>Quarter Ending</u>	<u>Date Due</u>
#1	06/30/22	07/15/22
#2	09/30/22	10/15/22
#3	12/31/22	01/15/23
#4	03/31/23	04/15/23
#5	06/30/23	07/15/23

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

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

6. **TIME OF PERFORMANCE:** The services of the CONSULTANT are to commence on or about April 4, 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 June 30, 2023, unless the Department of Housing and Community Development grants an extension for completion of activities and filing of final reports. In no case may an extension date be later than the Termination Date of the contract.

7. **PAYMENTS AND COMPENSATION:** The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed **ONE HUNDRED SEVENTY SEVEN THOUSAND TWO HUNDRED SEVENTY** Dollars (\$177,270.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. **GENERAL PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

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

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

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the CONSULTANT will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

17. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter "SAM"), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The MUNICIPALITY is not currently debarred or suspended by the federal or state government under any law or regulation. The CONSULTANT 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 CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

19. CLOSEOUT: The CONSULTANT shall follow such policies and procedures with respect to 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: _____	_____
(Gina Govonoi, Executive Director)	(date)

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

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

Approvals and Signatures

By: TOWN/CITY OF MONTAGUE :	By: CONSULTANT
Authorized Signatory Date	Gina Govoni, 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 CONSULTANT SCOPE OF SERVICES

The following outlines the scope of consulting services which the Franklin County Regional Housing and Redevelopment Authority (the CONSULTANT) will perform as administering agent for the Town of Montague's FY 2021 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT). The CONSULTANT will provide all administrative and program services necessary to implement the GRANT and to meet the requirements of the Grant Agreement between the Town of Montague (TOWN) and the Massachusetts Department of Housing and Community Development (DHCD).

GENERAL ADMINISTRATION

The CONSULTANT will perform the following tasks:

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

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2021 Montague Community Development Fund application, including:

- a) Avenue A Streetscape Phase III Continuation Project
- b) Montague Housing Rehabilitation Program
- c) Montague Youth Leadership Program (subcontracted to The Brick House Community Resource Center)
- d) Montague Home Sharing Program (subcontracted to LifePath, Inc.)
- e) Family Learning Together Strong Program (subcontracted to Montague Catholic Social Ministries)
- f) Montague Peer Support and Advocacy Services for Residents in Recovery (subcontracted to Wildflower Alliance)

PROGRAM INCOME

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

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

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

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

ATTACHMENT B METHOD AND COMPENSATION SCHEDULE

The CONSULTANT will prepare and submit drawdowns to Mass. CDBG according to the approved GRANT budget as needed to cover expenses of the GRANT as well as the CONSULTANT's fee. In addition to routine or base costs such as salaries and benefits, the expenses of the GRANT drawdown claims will be in relation to actual contractor invoices received and paid from the CONSULTANT's own funds. The CONSULTANT's fees will be drawn to reflect the portion of program activity committed and/or expensed. The CONSULTANT will maintain on file for seven years after GRANT closeout original invoices to document drawdown requests.

CONSULTANT Fee and Program Schedule:

2021 Montague General Admin and Program Delivery							
	3	4	-	9 (GENERAL ADMIN)			GA COMBINED
POSITION	HR (4A)	PSS (8A)	CONSTRUCTION: Avenue A Streetscape III (6A)	CD DEPT SHARE	COST CENTER SHARE	TOTAL ADMIN	GA combined FOR CDBG APPLICATION
COST CENTER SALARIES	-	-	-	-	-	-	-
Director of CD	8,025	6,850	8,780	9551	-	35,206	9,551
Admin Assistant	2,421	1,500	1,950	3270	-	8,243	3,270
CD Program Manager	4,374	3,850	4,820	5275	-	17,921	5,275
Rehab Specialist	7,980	-	5,823	1275	-	14,878	1,275
E	-	-	-	0	-	-	-
COST CENTER SALARIES	-	-	-	-	-	-	-
Total	23,804	11,800	21,273	19,371	28,120	104,368	47,481
Fringe Benefits							
45%	10,712	5,310	9,573	8,717	12,654	46,966	21,371
Subtotal A Personnel	34,516	17,110	30,846	28,088	40,774	151,334	68,852
Memberships/Pubs	200			130	175	505	305
Training & Ed	100			200	200	500	400
Travel	254	245	477	150	150	1,276	300
Acting/Disb							
Legal	250			150	150	550	300
Advertising	100		720	180	180	1,020	200
Reprod/Printing	500			200	200	900	400
Communications	200	100	300	180	180	800	200
Supplies & Materials	-	200	-	410	180	710	510
Audit	-			500	500	1,000	1,000
Other-Space, utilities & Insurance	-			500	175	675	675
Equip	-			-	-	-	-
Prof Srvs/Construction							
Oversight Consultant	-			15,000	-	15,000	15,000
App Prep	-			3,000	-	3,000	3,000
Subtotal B Admin	1,604	545	1,497	20,440	1,850	25,936	22,290
Total A and B	36,120	17,655	32,343	48,528	42,624		91,152
per unit	12,040						
Program Funds	170,000	89,000	818,904			638,904	788,173
GRANT TOTALS	156,120	97,655	443,246	48,528	43,824	788,173	788,173

General Administration and Program Delivery Administration = \$177,270

		TOTAL BUDGET	01/22 - 03/22	04/22 - 06/22	07/22 - 09/22	10/22 - 12/22	01/23 - 03/23	04/23 - 06/23	TOTAL EXPENDED
FY21MONT	MONT 4A Housing Rehab (3 units)	36,120.00	0.00	2,408.00	7,224.00	9,632.00	7,224.00	9,632.00	36,120.00
FY21 MONT	MONT 4C Housing Rehabilitation Construction	120,000.00	0.00	3,000.00	28,800.00	44,800.00	16,000.00	27,400.00	120,000.00
FY21 MONT	MONT 6A Infrastructure	32,343.00	0.00	6,469.00	8,624.80	10,781.00	6,468.20	0.00	32,343.00
FY21 MONT	MONT 6B Streets and Sidewalks Construction	410,904.00	0.00	35,000.00	136,968.00	238,936.00	0.00	0.00	410,904.00
FY21 MONT	MONT 8A Social Services	17,655.00	0.00	4,413.75	4,413.75	4,413.75	4,413.75	0.00	17,655.00
FY21 MONT	MONT 8B Social Services	80,000.00	0.00	20,000.00	20,000.00	20,000.00	20,000.00	0.00	80,000.00
FY21 MONT	MONT 9 GENERAL ADMINISTRATION	91,152.00	0.00	3,000.00	18,230.40	24,307.20	24,307.20	21,307.20	91,152.00
FY21 MONT	PROGRAM TOTALS	788,173.00	0.00	74,808.00	254,827.20	348,535.20	144,915.20	88,347.20	788,173.00
	Percentage drawn each quarter			9%	28%	45%	10%	7%	100%

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

9E

AGREEMENT

BY AND BETWEEN

TOWN OF MONTAGUE

AND

BERKSHIRE DESIGN GROUP, INC.

THIS AGREEMENT, was made as of the 6th day of June, 2022 by and between the Town of **MONTAGUE**, Massachusetts (hereinafter referred as the MUNICIPALITY) and **BERKSHIRE DESIGN GROUP, INC.**, (hereinafter referred to as the CONSULTANT), **4 Allen Place, Northampton, MA 01060**.

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 FY2021 community development program of **Bidding and Construction Administration for the Avenue A Streetscape Phase III Continuation Project** 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 FY2021 Grant Program objectives.

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

1. **ENGAGEMENT OF CONSULTANT:** The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of MONTAGUE, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.
3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
 - 3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is Brian P. McHugh, Community Development Director for the Franklin County Regional Housing and Redevelopment Authority. TELEPHONE (413.223.5224).
- 4.1 **REPORTING:** The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

<u>Progress Report #</u>	<u>Quarter Ending</u>	<u>DATE DUE</u>
1	09/30/2022	10/07/2022
2	12/31/2022	01/07/2023
3	03/31/2023	04/07/2023
4	06/30/2023	07/07/2023

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

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

6. **TIME OF PERFORMANCE:** The services of the CONSULTANT are to commence on or about June 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 June 30, 2023.

7. **PAYMENTS AND COMPENSATION:** The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed **THIRTY THOUSAND Dollars AND 00/100 (\$30,000.00)**, with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

8. **GENERAL PROVISIONS:**

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

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

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

8.2 **ACCESS TO RECORDS:** The CONSULTANT shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by DHCD, their authorized representatives, authorized representatives of the U.S.

Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. INDEMNIFICATION: The CONSULTANT shall indemnify, defend, and hold the MUNICIPALITY harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused

by or arising out of the CONSULTANT's breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the agents or employees.

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

12. **CONFIDENTIALITY:** The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

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

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

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

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

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

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

17. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter "SAM"), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The MUNICIPALITY is not currently debarred or suspended by the federal or state government under any law or regulation. The CONSULTANT 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 CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

19. CLOSEOUT: The CONSULTANT shall follow such policies and procedures with respect to 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: _____
(Signature and Title of Authorized Representative, BDG) Date

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

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

Approvals and Signatures

By: TOWN/CITY OF MONTAGUE:	By: CONSULTANT
Authorized Signatory _____ Date _____	Berkshire Design Group, Inc. _____ 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 CONSULTANT SCOPE OF SERVICES

The Landscape Architect/Engineer will be responsible for bidding and providing construction management of Avenue A Streetscape Phase III, using the existing bid ready plans and specifications prepared by the Berkshire Design Group, Inc., which were 80% as of September 8, 2021.

GENERAL ADMINISTRATION

The CONSULTANT will perform the following tasks:

Bidding:

- Assemble bid documents for public bidding in accordance with MGL Ch. 30 §39M and CDBG/federal regulations. Prepare advertising notice for bidding. (USE BIDDINGS)
- Contract with utility locator company to identify underground utilities that might interfere with the proposed work.
- Assist HRA and Town during bidding by: scheduling and attending the pre-bid meeting; receiving inquiries regarding bid documents; resolving questions by issuing addenda; reviewing and making written recommendations concerning the qualifications of bidders; and conducting the bid opening, preparing and issuing a bid tabulation and recommending Contract award

Construction Administration:

- Assist HRA to conduct the preconstruction conference
- Oversee construction work:
 - Inspect the quality and progress of the work and furnish a written field report on a weekly basis
 - Conduct weekly project meetings weekly with GC, owner & committee to discuss progress/quality of work
 - Perform technical review of shop drawings and submittals, to be approved by HRA
 - Assist HRA to review contractor's monthly request for payment including final payment and make recommendations to the HRA for payments to be made to the contractor
 - Prepare a punch list for substantial completion and issue the Certificate of Substantial Completion
 - Obtain from the Contractor and deliver to the HRA the information needed to produce record drawings, additional materials, all permits/approvals/discharges, guarantees, affidavit of Release of Liens, etc.

Project Completion:

- Upon acceptance of the Certificate of Substantial Completion, assist the HRA to administer the construction contract until expiration of the construction warranty period
 - Perform site inspections, punch list reviews, and requisition reviews as necessary
 - Prepare as-built record drawings from contractors notes and field observation
 - Assist in preparing the Certificate of Final Completion; attend meetings and dispute conferences as necessary
 - Issue the Certificate of Final Completion

OFFICE LOCATION: The Program office will be located at the Consultant's central office:
The Berkshire Design Group, Inc.; 4 Allen Place; Northampton, MA 01360

CONTACTS: The contact person for the Town of Montague will be Brian P. McHugh, Director of Community Development, Franklin County Regional Housing Authority.

ATTACHMENT B

METHOD AND COMPENSATION SCHEDULE

BIDDING: \$ 8,000.00

CONSTRUCTION ADMINISTRATION: \$ 22,000.00

TOTAL COMPENSATION: \$30,000.00

Invoiced on a monthly basis per % of work completed

WendyB-Montague Selectboard

From: Ariel <arielpublic@comcast.net>
Sent: Tuesday, May 31, 2022 5:00 PM
To: WendyB-Montague Selectboard; StevenE - Montague Town Administrator
Subject: June 6 AGENDA ~ DPU Revised Comment Letter
Attachments: DPU Comment. June 6 Draft for SB.doc

Hi, Wendy~

Attached is the *revised* letter the energy committee proposes to submit jointly with the Selectboard in Massachusetts Department of Public Utilities (DPU) docket #20-80, whose subject is the future of the current natural-gas industry in the state in light of the Commonwealth's legally mandated greenhouse-gas-emissions targets.

Sally Pick and I brought this to the Selectboard May 23, Agenda item titled:

Ariel Elan, Montague Energy Committee
 • DPU "Future of Gas" Docket 20-80

The Board liked the letter, but requested some changes, and asked us to return June 6. **Attached is the final version, for inclusion in the meeting Packet for June 6.**

We hope the Board will adopt this version on the 6th, because the letter needs to be submitted to the DPU no later than June 22.

Assuming they approve it, I will be in touch with you about printing it on Town letterhead, with a signature section at the end that would allow the Selectboard members to all sign it on the left side of the page, and would have space for the two co-chairs of MEC to sign on the right-hand side of the page. And we will be in touch about list of officials we would like to receive copies directly from the SB office.

I'm glad we have some time between June 6 and June 22 to pull those clerical aspects together.

Steve, since you have seen both versions, you might notice that this final one has the "asks" that the Board requested on May 23 added twice -- at the beginning and the end, in classic essay style. Sorry for the repetitiveness, but we received professional advice this is the way to go, since readers often search for the main point at the beginning or the end of this kind of letter. This covers us both ways.

Please confirm; and definitely let me know if there are any questions or needs from us.

Thanks!

~Ariel

Ariel Elan for the Montague Energy Committee (MEC)

413-367-7579 {land line; no texting; takes voice calls or voicemail 24/7}

734-545-5569 {cell; has 24/7 texting; unreliable for voice call or voicemail}

Massachusetts Department of Public Utilities
1 South Station, 5th Floor
Boston, MA 02110

June 6, 2022

As submitted by email to dpu.efiling@mass.gov and sarah.smegal@mass.gov

To the Commissioners, hearing officer Smegal, and the staff of the Department of Public Utilities:

The Town of Montague and the Montague Energy Committee submit this comment in Massachusetts Department of Public Utilities (DPU) Docket 20-80, as provided by the stakeholder final comment deadline of June 22, 2022.

Alongside Attorney General Maura Healey and numerous other stakeholders, the Town of Montague requests that the Department re-frame and re-start docket 20-80 based on a requirement that gas local distribution companies (LDCs) serving Massachusetts will phase out the vast majority of their natural-gas and other carbon-based fuel distribution and sales by 2050. We urge you to require as well that these business plans meet or exceed all interim emissions and climate benchmarks prescribed in Massachusetts law.

Such plans, including any proposed alternative energy sources, must not compromise nor risk the health or safety of residents or the environment; must be economically equitable for all customers and residents; and must not burden customers or residents with the costs of stranded capital assets.

Two years ago, the Attorney General asked the Department to open this docket to require the local distribution companies (LDCs) that supply methane [*aka* "natural gas"] in the Commonwealth to present their 30-year business plans for phasing out the vast majority of their fossil-fuel business. The Attorney General, our state legislators, and the public understand this change is necessary to comply with Massachusetts climate and emissions laws by 2050.

What has instead emerged from DPU 20-80 are joint proposals by the LDCs to prolong and increase our use of and dependence on fossil fuels, by re-branding methane as "bio-methane", "renewable natural gas", "synthetic natural gas"; and by mixing modest amounts of these and so-called "green hydrogen" into the types of methane currently delivered to customers.

The misleading labels "Renewable Heating Fuels Portfolio Standard" and "Certified Gas Portfolio Standard" are also being promoted by the industry, in an attempt to slip methane into our Legislature's meticulously researched and defined Renewable Portfolio Standard (RPS).

This pattern in the proceeding led to a clarification and re-set proposal from AG Healey, submitted to the DPU on May 6, 2022. As the *Boston Globe* reported on May 12:

“Attorney General Maura Healey, who two years ago prompted the state to begin mapping the phaseout of natural gas in Massachusetts, is now asking it to scrap the blueprint emerging from the process, saying it favors gas company profits over a healthy climate.

“ ‘We should be setting the path for an energy system that is equitable, reliable, and affordable — not one that pumps more money into gas pipelines and props up utility shareholders,’ said Healey, who is running for governor.

“In a 106-page document filed with the state Department of Public Utilities late last week, Healey also said the agency’s decision-making process should be overhauled to prioritize climate goals over the health of utilities, currently one of its functions.” (1)

The Town of Montague concurs with the Attorney General’s filings of May 6. We urge the Department of Public Utilities to proceed as outlined in those documents, according to the parameters that she has laid out for mapping a transition to a just and affordable fossil-free energy supply for the vast majority of uses in the Commonwealth, as state legislation mandates.

We find unacceptable the proposed pathways that the LDCs and their consultants have promoted in this docket to date, for numerous reasons including these:

It is undisputed that methane traps at least 80 times as much heat in the atmosphere during the first 20 years after it is emitted than is trapped by the same volume of carbon dioxide. Both are carbon-based fuels (methane = CH₄). And of course, the CH₄ that reaches its destination creates CO₂ as it burns. So any policy or law requiring “carbon-free” energy by definition excludes methane or any methane “blend”, along with excluding CO₂.

The climate impact of methane that leaks or is deliberately vented into the atmosphere in the collection, processing, transport, and distribution of methane fuels does not change, regardless of where the CH₄ came from – just as the climate impact of the CO₂ molecule is the same, regardless of its source.

We note that “renewable natural gas” (*aka* RNG, *aka* “biogas”) added to natural-gas pipelines is typically 96 to 98% methane, according to the U.S. EPA. (2)

Regarding hydrogen: Hydrogen for fuel is produced with an energy-intensive process powered by fossil fuels that contribute to, as opposed to reducing, our climate emissions. Consequently, hydrogen is not a renewable energy source.

(1) <https://www.msn.com/en-us/news/us/two-years-after-asking-for-future-of-gas-investigation-healey-asks-state-to-reject-results/ar-AAXbOnw>

(2) <https://www.epa.gov/lmop/renewable-natural-gas>

(3) <https://commonwealthmagazine.org/opinion/spending-billions-fixing-gas-system-makes-no-sense/>

We are also gravely concerned about the direct monetary cost [in addition to climate-driven costs] to consumers and taxpayers of adopting any path that relies on a blended hydrogen-methane infrastructure. An analysis submitted in this docket by economist Dorie Seavey, Ph.D., shows that replacing all of the distribution and supply pipes in the Commonwealth that it will cost at least \$40 billion between now and 2039 to replace all of the distribution and supply pipes in the Commonwealth that are not yet made of material that can withstand the corrosiveness of blended hydrogen-methane fuel.

As Dr. Seavey explained in *Commonwealth Magazine* on April 26, 2022:

"This staggering cost translates into roughly \$23,500 per gas customer—enough to install a cold climate heat pump or solar panels and weatherize the building shell of the customer's residence or business." (3)

And Dr. Seavey's cost assessment stops before we even reckon with the increased risks of asthma and of explosion that come with the adding highly volatile hydrogen to already-volatile methane for home appliances. We urge the DPU to eliminate the possibility of these risks by ruling out this path for gas utilities in the Commonwealth.

The Town of Montague is a Berkshire Gas ratepayer, as are many of our businesses and residents. When the Town was accepted as an intervenor in DPU docket 16-103, a regularly occurring review of the Berkshire Gas Company's 5-year Forecast & Supply Plan, we presented expert testimony from Synapse Energy Economics that challenged Berkshire's forecasts of demand growth for methane fuel as too high. At that time (March 2017) a major, yet still-novel, prediction of the Synapse consultant was that air-source heat pumps (ASHPs) would be rapidly improved for cold climates, and that the demand for ASHPs would cut into any increase in demand for natural gas – most likely even reducing demand in the near term. (4)

The technical advancement and popularity of ASHPs that we have witnessed in the ensuing 5 years has outstripped the consultant's most optimistic projections. As happened with solar panels across the state, ASHPs are now a familiar sight adjacent or attached to schools, homes, and commercial buildings throughout the Commonwealth.

Under the Mass. Clean Energy Center (CEC)'s incentive programs alone, 3863 households switched to ASHPs for heating & cooling during the initial 21-month cycle (Dec. 2014 through Aug. 2016), with another 20,000+ households making the switch during the next program cycle of 31 months (Sept. 2016 through March 2019). This was a jump from an average 175 new ASHP households a month during round one, to 645/month during round two. (5)

(4) <https://fileservice.eea.comacloud.net/FileService.Api/file/FileRoom/9188067>, pp.55+ [N/A using Firefox browser.]

(5) Table 13 in <https://fileservice.eea.comacloud.net/FileService.Api/file/FileRoom/9188067>, p.62 [N/A using Firefox browser.], combined with this data at <https://www.masscec.com/blog/2021/09/13/masscec-pilot-showcases-success-whole-home-heat-pumps>: "MassCEC launched the Whole Home Heat Pump pilot shortly after ending our larger Residential Air-Source Heat Pump Program, which had run from November 2014 through March 2019 and supported the installation of air-source heat pumps at over 20,000 homes."

Montague now returns to the DPU as a Massachusetts municipality, urging the Department to perform its mandated functions of guarding the ratepayers' safety, our pocketbooks, and implementing the Commonwealth's climate policies, by directing the gas utilities toward fossil-free, climate-stabilizing business activities and practices. (6)

As detailed by all of the major environmental organizations and dozens of scientists, economists, and engineers who have filed evidence in this docket, the Berkshire Gas Company, and any other LDC that wishes to stay in the energy business going forward, could concentrate their future business in one or more of these needed and growing sectors:

--Design and installation of geothermal heating/cooling technology, especially for multi-facility, *aka* district heating and cooling. These systems may be able to use gas companies' existing underground rights-of-way for hot-water distribution infrastructure. Some utilities in this docket have suggested they will conduct "pilot projects" of these systems; but so far this is a minimal and marginal element in the utilities' proposals to the DPU, in contrast to their push to re-define methane as emissions-free.

The recent announcements by both the University of Massachusetts at Amherst (one of Berkshire Gas Company's highest-volume customers) and Smith College that they will transition the vast majority of their heating and cooling to campus-wide networked geothermal systems, starting this summer, will likely trigger an upsurge in market demand and technical innovation in networked geothermal heating/cooling solutions. UMass officials have stated that to lead by example is a key intention for the transition. (7) These changes will also create forward-facing jobs.

--State-of-the-art insulation & ventilation technologies that manage indoor comfort with maximum efficiency while also providing health-supporting air exchange that minimizes the transmission of airborne diseases and molds;

--Design and/or installation of electrified air-source and water-source heat pumps.

Berkshire Gas and its parent company, Avangrid, have the resources to change Berkshire's business activities to those that contribute to a fossil-fuel-free system of energy provision and management. Avangrid's net income for the quarter ending March 31, 2022 was nearly half a billion dollars (**\$0.445B**), a **33.23% increase** year-over-year, according to financial reporting

(6) <https://malegislature.gov/Laws/SessionLaws/Acts/2021/Chapter8>:

SECTION 15. Chapter 25 of the General Laws is hereby amended by inserting after section 1 the following section:-

Section 1A. In discharging its responsibilities under this chapter and chapter 164, the department shall, with respect to itself and the entities it regulates, prioritize safety, security, reliability of service, affordability, equity and reductions in greenhouse gas emissions to meet statewide greenhouse gas emission limits and sublimits established pursuant to chapter 21N.

(7) <https://www.wbur.org/news/2022/04/26/university-massachusetts-amherst-carbon-zero-geothermal-solar-energy>

site Macrotrends.net. (The site defines net income as “net profit or loss after all revenues, income items, and expenses have been accounted for”.) (8)

After many years of effort by Western Massachusetts legislators, among others, the Legislature mandated that the DPU include emissions reduction to slow climate change in the Department’s core criteria in all of its regulatory and policy functions governing utility companies’ operations. (6) The DPU appears not to have included this foundational criterion in the 20-80 process so far.

To reiterate, the Town of Montague and the Montague Energy Committee urge the DPU Commissioners to re-start this investigation with a firm requirement that the gas companies produce plans to eliminate the vast majority of their carbon-based fuel business by 2050, and to meet mandated emissions-reduction standards along the way. And we urge the additional requirements that these LDC plans will not burden low-income customers or communities, ratepayers, or the taxpayers of the Commonwealth with the cost of decisions the gas companies have made in recent years that were questionable given climate reality and the Commonwealth’s relevant laws and regulations.

In taking this position, we join the Attorney General, Conservation Law Foundation, and nearly every other stakeholder who has commented in docket 20-80 to date.

Beyond the scope of this proceeding, we urge the DPU, under its emissions-reduction mandate, to use its technical resources and authority to work toward the removal of all forms of oil and gas, as well as wood, from the state and regional electric grid (ISO-NE) and as heating sources.

The Town of Montague is one of Massachusetts first Green Communities, and as such has been consistently committed to increasing energy efficiency and moving toward climate stability by reducing our dependence on fossil fuels and other carbon-emitting sources. Thank you for considering this Green Community’s point of view in your deliberations.

#

(8) <https://www.macrotrends.net/stocks/charts/AGR/avangrid/net-income>

11

From: Jeff Singleton. Montague Alternate Rep to FRTA
To: FRTA Advisory Board For Discussion at Annual Meeting
Date: 5-23-22

Proposed addition to the Franklin Regional Transit Authority bylaws to be placed at the end of the introduction or in a new section on the "Role of the Advisory Board."

"The Advisory Board shall approve all policies - including planning documents, route changes, budgets, capital purchases and projects, and memoranda of understanding – except when the board gives that authority to the administrator to expedite policy implementation between quarterly meetings."

This proposed amendment to the bylaws attempts to define the role of the Advisory Board more clearly and explicitly than appears in the current bylaws, which barely define the functions of the board.

Over the past year we have been presented with a number of key policies such as a long term transit plan and a memorandum of understanding with the Department of Transportation setting ridership targets which the board was not expected to approve and thus barely discussed. These documents and others certainly go well beyond the "day to day Affairs of the Authority" which are defined as the purview of the administrator.

On the other hand the board does vote on route changes and major capital projects. Laws but the sections of the this law on the advisory board are equally vague on its role.

The bylaws refer to Mass General Law Chapter 161B in defining the role of the board but the sections of this law dealing with advisory boards are similarly vague on their powers. Section 5 defines the board's membership in great detail but does not clearly define its authority

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXII/Chapter161B/Section5>

Nor does 161B, in Section 4, clearly define the "powers" of the administrator

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXII/Chapter161B/Section4>

This proposal is designed to encourage a board discussion of its role and to encourage input from that administrator, counsel and the DOT. It is absolutely not intended to be a criticism of the administrator or of state officials who oversee the RTAs.

WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Wednesday, June 1, 2022 12:29 PM
To: WendyB-Montague Selectboard
Subject: TA Business

Please include the following topic and provide the accompanying motion for consideration by the Selectboard next Monday night.

Topic: Vote To Approve Deed – Federal Street Parcel 48-0-0148

Motion: I move to approve and execute the Deed for property located at Federal Street (Tax Map 48-0-148), Montague, and authorize the Town Administrator to execute any and all documents in connection with the closing on said property.

Thanks - Steve

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

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

DEED

Town of Montague, a Massachusetts municipal corporation, acting by and through its Selectboard, with an address of Montague Town Hall, One Avenue A, Turners Falls, Massachusetts 01376 ("Grantor"), for consideration paid in the amount of One Hundred Thirteen Thousand and 00/100 Dollars (\$113,000.00), hereby grants and releases to **Robert A. La Shier**, with an address of 1250 Webb Road, Dandridge, Tennessee 37725 ("Grantee"), all of Grantor's right, title and interest in the following:

A certain parcel of vacant land located at Federal Street, Montague, Assessor's Map 48-0-148, containing 2.91 acres, more or less, shown as "Lot 2" on a plan entitled "Plan of Land Surveyed for Bruce A. & Donna L. Mougins Located in Montague, Massachusetts," dated September 26, 2000, prepared by Daniel L. Werner P.L.S., recorded with the Franklin Registry of Deeds in Plan Book 105, Page 57, and being those premises described in a deed recorded with said Registry in Book 3733, Page 177. See also Judgment in Tax Lien Case recorded with said Registry in Book 6896, Page 109.

This deed is given with the warranty that there has been full compliance with the provisions of G.L. c. 44, §63A. An Arson/Tax Delinquency Statement has been received from the Grantee in accordance with G.L. c. 60, §77B, para. 3.

A certified copy of the vote under Article 35 of the May 5, 2018 Special Town Meeting is attached hereto.

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

[Signature Page Follows]

Executed as a sealed instrument this 6th day of June, 2022.

TOWN OF MONTAGUE
By its Selectboard

Richard Kuklewicz, Chair

Christopher Boutwell, Vice Chair

Matthew Lord, Clerk

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this 6th day of June, 2022, before me, the undersigned notary public, personally appeared Richard Kuklewicz, Christopher Boutwell and Matthew Lord, members of the Montague Selectboard, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/they signed it voluntarily for its stated purpose on behalf of the Town of Montague.

Notary Public
My Commission Expires:

ARSON/TAX DELINQUENCY STATEMENT
(Must be executed by each Grantee)

Pursuant to the provisions of paragraph three of G.L. c. 60, §77B, Robert A. La Shier hereby certifies that, neither he nor any person who would gain equity in the parcel of land located at Federal Street, in Montague, Massachusetts, and shown as Parcel 48-0-148 on the Town of Montague Assessors Map, as a result of the conveyance of said parcel by the Town of Montague, has ever been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire, or of a crime involving the fraudulent filing of a claim for fire insurance.

It is further certified that Robert A. La Shier is not delinquent in the payment of real estate taxes or charges to the Town of Montague, or if delinquent, that a pending application for abatement of such tax, or a pending petition before the appellate tax board or county commissioners has been filed in good faith.

Signed under the pains and penalties of perjury this ____ day of June, 2022.

Robert A. La Shier

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

A certain parcel of vacant land located at Federal Street, Montague, Assessor's Map 48-0-148, containing 2.91 acres, more or less, shown as "Lot 2" on a plan entitled "Plan of Land Surveyed for Bruce A. & Donna L. Mougin Located in Montague, Massachusetts," dated September 26, 2000, prepared by Daniel L. Werner P.L.S., recorded with the Franklin Registry of Deeds in Plan Book 105, Page 57, and being those premises described in a deed recorded with said Registry in Book 3733, Page 177. See also Judgment in Tax Lien Case recorded with said Registry in Book 6896, Page 109.

(2) Type of Transaction, Agreement, or Document:

Sale by Town of Montague

(3) Public Agency Participating in Transaction:

Town of Montague

(4) Disclosing Party's Name and Type of Entity (if not an individual):

Robert A. La Shier

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor X Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

Robert A. La Shier

1250 Webb Road
Dandridge, TN 37725

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Robert A. La Shier

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date (June ____, 2022)

Robert A. La Shier

Print Name & Title of Authorized Signer

SETTLEMENT STATEMENT

Federal Street, Montague, MA

Purchase Price	\$113,000.00
Buyer's Premium	\$ 9,040.00
Recording Fee	\$155.00
Pro Forma Taxes (Through 6/30/23)	\$ _____

SUBTOTAL

Less Deposit **(\$ 5,000.00)**

TOTAL DUE TO TOWN OF MONTAGUE

A. Arson/Tax

B. Disclosure Statement – Please confirm Sections 6 and 7 are accurate

Closing Attorney:

**Katharine Lord Klein, Esq.
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
(617) 654-1834**

DIRECTIONS:

Please send/deliver funds in the amount of \$_____ in the form of a bank or cashier's check payable to the Town of Montague to Office of Town Administrator on or before June 10, 2022. Please return the original, completed and executed Arson/Tax form and the Disclosure Statement to KP Law, P.C. at above address by June 10, 2022.