

**MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, October 17, 2022**

**AGENDA**

**Join Zoom Meeting** <https://us02web.zoom.us/j/86978287423>

**Meeting ID:** 869 7828 7423 **Password:** 794057 **Dial into meeting:** **+1 646 558 8656**

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve minutes of October 3 and 4, 2022 (if available)
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. 6:32 Eversource Petition for Solely Owned Pole and Wire Locations Hearing
  - Install (2) fully owned poles on Billings Rd. and Relocate (2) existing poles on N. Leverett Rd.
5. 6:37 Eversource Petition for Solely Owned Pole and Wire Locations Hearing
  - Install one (1) solely owned pole, #139/5-1/ The new pole is to be located on the western side of the road one hundred five (105) feet southwesterly from existing pole #139/5. (2 M Street, Turners Falls)
6. 6:45 Deb Bourbeau, Town Clerk
  - Execute November 8, 2022 State Election Warrant
  - Discussion regarding the new Vote Act that makes the Selectboard the sole authority to assign police officer to preside over the polling places on election day
7. 6:55 Tom Bergeron, DPW Superintendent
  - Change to Transfer Station Hours
  - Change in mattress and box spring charge from \$20 to \$35
  - Request to declare John Deere slicer/seeder as surplus property
  - Discuss new Sewer Robotic Camera
8. 7:10 Chelsey Little, Clean Water Facility
  - Correct In Town & Town of Gill Septage Charge from \$80/1,000 gallons to \$95/1,000 gallons. (Previously voted 9/19/22)
9. 7:15 Personnel Board
  - Appoint Michael Babineau, Wastewater Technician, U.E. Grade D, Step 2, 40 hours/week, effective 10/24/22
  - Execute \$35,000 agreement with MA EOA&F to support a Wage and Classification Study/Plan in FY24
10. 7:25 Brian McHugh, Director of Community Development, FCRHRA
  - Recommendation to award the FY21 CDBG Avenue A Streetscape Improvements Project to H.M. Nunes Construction, Base Bid \$318,190, Additional Alternate Bid \$4,800

**Montague Selectboard Agenda**

**VIA ZOOM**

**Monday, October 17, 2022**

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11. 7:30 Sally Pick, Montague Energy Committee
  - Discuss next steps on the UMass Clean Energy Extension Community Planning for Solar Project
  - Establish 7 member ad hoc Solar Planning Committee
  
12. 7:45 ARPA Spending Plan
  - Summary of Present Commitments (Steve)
  - Discuss Capital Project Requests and Vetting Process
  
- 13: 7:55 Walter Ramsey, Assistant Town Administrator
  - Farren Property Updates
  - Comprehensive Plan Status Update
  - Montague City Road Flooding Relief Project Update
  - Execute Professional Services Agreement with FRCOG for Phase II of the 5 Villages One Future Comprehensive Plan (\$80,000 funded by a FY23 MVP Action Grant)
  
14. 8:00 Misty Jacques, The Pumpkin Patch
  - Use of Public Property: G St. – I St., 10<sup>th</sup> - 13<sup>th</sup> Trick or Treat, Live Music & Art, 10/31/22 4:00 PM – 9:00 PM
  - Request to place sign: Bridges onto Patch, Avenue A, Bridge to Turners Falls from 10/17/22 to 11/1/22
  
15. 8:10 Executive Assistant Report
  - Use of Public Property: Rag Shag Parade, 10/31/22, 5:00 PM to 7:00 PM, Aubuchon Parking Lot- Down Avenue A to the Great Falls Discovery Center Parking Lot
  - Selectboard Meeting on 10/31/22 (Halloween)
  - Schedule Meeting with 6 Town Regionalization Committee
  
16. 8:20 Town Administrator's Business
  - FY23 MIIA Grant Request
  - Notice of Open Meeting Public Records and Conflict of Interest Law training for Municipal Officials, November 17, 2022
  - Hiring Committee Updates
  - Town Meeting Follow up
  - Topics not anticipated in the 48 hour posting
  
17. 8:30 Executive Session in accordance with G.L. c. 30A, §21(a)(6), to consider the possible purchase, exchange, taking, lease or value of real property - First Light Power, votes may be taken
  
18. 8:40 Executive Session: To discuss strategy with respect to potential litigation where an open meeting may have a detrimental effect on the bargaining or litigating position of the Town, pursuant to G.L. c 30A, Section 21(a)(3)

**OTHER:**

**Next Meeting:** Selectboard, Monday, October 24, 2022 at 6:30 PM via ZOOM

**COMMONWEALTH OF MASSACHUSETTS  
WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH**

**WARRANT FOR 2022 STATE ELECTION**

**Franklin SS.**

To the Constables of the Town of Montague:

**GREETINGS:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of Montague who are qualified to vote in Elections to vote at:

Precinct No. 1, the Montague Center Precinct, the Montague Center Fire Station, 28 Old Sunderland Road, Montague Center; Precinct No. 2, the Millers Falls Precinct, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 3, the upper hill section of Turners Falls, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 4, the second level of Turners Falls, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 5, downtown section of Turners Falls, The Senior Center, 62 Fifth Street, Turners Falls; Precinct No. 6, the South End and Montague City Precinct, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls **TUESDAY, THE EIGHTH DAY OF NOVEMBER, 2022**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

GOVERNOR and LIEUTENANT GOVERNOR.....	FOR THIS COMMONWEALTH
ATTORNEY GENERAL.....	FOR THIS COMMONWEALTH
SECRETARY OF STATE.....	FOR THIS COMMONWEALTH
TREASURER.....	FOR THIS COMMONWEALTH
AUDITOR.....	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS.....	SECOND DISTRICT
COUNCILLOR.....	EIGHT DISTRICT
SENATOR IN GENERAL COURT.....	HAMPSHIRE, FRANKLIN & WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT.....	FIRST FRANKLIN DISTRICT
DISTRICT ATTORNEY.....	NORTHWESTERN DISTRICT
SHERIFF.....	FRANKLIN COUNTY
COUNCIL OF GOVERNMENTS EXECUTIVE COMMITTEE.....	FRANKLIN COUNTY

**QUESTION 1: PROPOSED AMENDMENT TO THE CONSTITUTION**

Do you approve of the adoption of an amendment to the constitution summarized below, which was approved by the General Court in joint sessions of the two houses on June 12, 2019 (yeas 147 – nays 48); and again on June 9, 2021 (yeas 159 – nays 41)?

**SUMMARY**

This proposed constitutional amendment would establish an additional 4% state income tax on that portion of annual taxable income in excess of \$1 million. This income level would be adjusted annually, by the same method used for federal income-tax brackets, to reflect increases in the cost of living. Revenues from this tax would be used, subject to appropriation by the state Legislature, for public education, public colleges and universities; and for the repair and maintenance of roads, bridges, and

public transportation. The proposed amendment would apply to tax years beginning on or after January 1, 2023.

A **YES VOTE** would amend the state Constitution to impose an additional 4% tax on that portion of incomes over one million dollars to be used, subject to appropriation by the state Legislature, on education and transportation.

A **NO VOTE** would make no change in the state Constitution relative to income tax.

## **QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 3, 2022?

### **SUMMARY**

This proposed law would direct the Commissioner of the Massachusetts Division of Insurance to approve or disapprove the rates of dental benefit plans and would require that a dental insurance carrier meet an annual aggregate medical loss ratio for its covered dental benefit plans of 83 percent. The medical loss ratio would measure the amount of premium dollars a dental insurance carrier spends on its members' dental expenses and quality improvements, as opposed to administrative expenses. If a carrier's annual aggregate medical loss ratio is less than 83 percent, the carrier would be required to refund the excess premiums to its covered individuals and groups. The proposed law would allow the Commissioner to waive or adjust the refunds only if it is determined that issuing refunds would result in financial impairment for the carrier.

The proposed law would apply to dental benefit plans regardless of whether they are issued directly by a carrier, through the connector, or through an intermediary. The proposed law would not apply to dental benefit plans issued, delivered, or renewed to a self-insured group or where the carrier is acting as a third-party administrator.

The proposed law would require the carriers offering dental benefit plans to submit information about their current and projected medical loss ratio, administrative expenses, and other financial information to the Commissioner. Each carrier would be required to submit an annual comprehensive financial statement to the Division of Insurance, itemized by market group size and line of business. A carrier that also provides administrative services to one or more self-insured groups would also be required to file an appendix to their annual financial statement with information about its self-insured business. The proposed law would impose a late penalty on a carrier that does not file its annual report on or before April 1.

The Division would be required to make the submitted data public, to issue an annual summary to certain legislative committees, and to exchange the data with the Health Policy Commission. The Commissioner would be required to adopt standards requiring the registration of persons or entities not otherwise licensed or registered by the Commissioner and criteria for the standardized reporting and uniform allocation methodologies among carriers.

The proposed law would allow the Commissioner to approve dental benefit policies for the purpose of being offered to individuals or groups. The Commissioner would be required to adopt regulations to determine eligibility criteria.

The proposed law would require carriers to file group product base rates and any changes to group rating factors that are to be effective on January 1 of each year on or before July 1 of the preceding year. The Commissioner would be required to disapprove any proposed changes to base rates that are excessive, inadequate, or unreasonable in relation to the benefits charged. The Commissioner would also be required to disapprove any change to group rating factors that is discriminatory or not actuarially sound.

The proposed law sets forth criteria that, if met, would require the Commissioner to presumptively disapprove a carrier's rate, including if the aggregate medical loss ratio for all dental benefit plans offered by a carrier is less than 83 percent.

The proposed law would establish procedures to be followed if a proposed rate is presumptively disapproved or if the Commissioner disapproves a rate.

The proposed law would require the Division to hold a hearing if a carrier reports a risk-based capital ratio on a combined entity basis that exceeds 700 percent in its annual report.

The proposed law would require the Commissioner to promulgate regulations consistent with its provisions by October 1, 2023. The proposed law would apply to all dental benefit plans issued, made effective, delivered, or renewed on or after January 1, 2024.

**A YES VOTE** would regulate dental insurance rates, including by requiring companies to spend at least 83% of premiums on member dental expenses and quality improvements instead of administrative expenses, and by making other changes to dental insurance regulations.

**A NO VOTE** would make no change in the law relative to the regulations that apply to dental insurance companies.

### **QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 3, 2022?

#### **SUMMARY**

This proposed law would increase the statewide limits on the combined number of licenses for the sale of alcoholic beverages for off-premises consumption (including licenses for “all alcoholic beverages” and for “wines and malt beverages”) that any one retailer could own or control: from 9 to 12 licenses in 2023; to 15 licenses in 2027; and to 18 licenses in 2031.

Beginning in 2023, the proposed law would set a maximum number of “all alcoholic beverages” licenses that any one retailer could own or control at 7 licenses unless a retailer currently holds more than 7 such licenses.

The proposed law would require retailers to conduct the sale of alcoholic beverages for off-premises consumption through face-to-face transactions and would prohibit automated or self-checkout sales of alcoholic beverages by such retailers.

The proposed law would alter the calculation of the fine that the Alcoholic Beverages Control Commission may accept in lieu of suspending any license issued under the State Liquor Control Act. The proposed law would modify the formula for calculating such fee from being based on the gross profits on the sale of alcoholic beverages to being based on the gross profits on all retail sales.

The proposed law would also add out-of-state motor vehicle licenses to the list of the forms of identification that any holder of a license issued under the State Liquor Control Act, or their agent or employee, may choose to reasonably rely on for proof of a person's identity and age.

**A YES VOTE** would increase the number of licenses a retailer could have for the sale of alcoholic beverages to be consumed off premises, limit the number of “all-alcoholic beverages” licenses that a retailer could acquire, restrict use of self-checkout, and require retailers to accept customers’ out-of-state identification.

**A NO VOTE** would make no change in the laws governing the retail sale of alcoholic beverages.

#### **QUESTION 4: REFERENDUM ON AN EXISTING LAW**

Do you approve of a law summarized below, which was approved by the House of Representatives and the Senate on May 26, 2022?

#### **SUMMARY**

This law allows Massachusetts residents who cannot provide proof of lawful presence in the United States to obtain a standard driver's license or learner's permit if they meet all the other qualifications for a standard license or learner's permit, including a road test and insurance, and provide proof of their identity, date of birth, and residency. The law provides that, when processing an application for such a license or learner's permit or motor vehicle registration, the registrar of motor vehicles may not ask about or create a record of the citizenship or immigration status of the applicant, except as otherwise required by law. This law does not allow people who cannot provide proof of lawful presence in the United States to obtain a REAL ID.

To prove identity and date of birth, the law requires an applicant to present at least two documents, one from each of the following categories: (1) a valid unexpired foreign passport or a valid unexpired Consular Identification document; and (2) a valid unexpired driver's license from any United States state or territory, an original or certified copy of a birth certificate, a valid unexpired foreign national identification card, a valid unexpired foreign driver's license, or a marriage certificate or divorce decree issued by any state or territory of the United States. One of the documents presented by an applicant must include a photograph and one must include a date of birth. Any documents not in English must be accompanied by a certified translation. The registrar may review any documents issued by another country to determine whether they may be used as proof of identity or date of birth.

The law requires that applicants for a driver's license or learner's permit shall attest, under the pains and penalties of perjury, that their license has not been suspended or revoked in any other state, country, or jurisdiction.

The law specifies that information provided by or relating to any applicant or license-holder will not be a public record and shall not be disclosed, except as required by federal law or as authorized by Attorney General regulations, and except for purposes of motor vehicle insurance.

The law directs the registrar of motor vehicles to make regulations regarding the documents required of United States citizens and others who provide proof of lawful presence with their license application.

The law also requires the registrar and the Secretary of the Commonwealth to establish procedures and regulations to ensure that an applicant for a standard driver's license or learner's permit who does not provide proof of lawful presence will not be automatically registered to vote.

The law takes effect on July 1, 2023.

A **YES VOTE** would keep in place the law, which would allow Massachusetts residents who cannot provide proof of lawful presence in the United States to obtain a driver's license or permit if they meet the other requirements for doing so.

A **NO VOTE** would repeal this law.

**QUESTION 5: THIS QUESTION IS NON-BINDING**

Shall the representative from this district be instructed to introduce and vote for legislation that puts a fee on the carbon content of fossil fuels to compensate for their environmental damage and returns most of the proceeds in equitable ways to individuals as a cash-back dividend?

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(month)

\_\_\_\_\_  
Richard J. Kuklewicz

\_\_\_\_\_  
Christopher M. Boutwell

\_\_\_\_\_  
Matthew Lord

Selectboard of: Montague

Pursuant to the within warrant, I have warned the inhabitants of the Town of Montague, by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least seven days before said meeting as within directed.

\_\_\_\_\_, 2022.  
Constable (month and day)

**PETITION FOR SOLELY OWNED POLE AND WIRE LOCATIONS**

By the Board of License Commissioners of the City of Montague, Massachusetts

EVERSOURCE ENERGY requests permission to relocate and/or install poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

**ADDRESS:** N LEVERETT & BILLINGS RD

**REASON:** EVERSOURCE IS REQUESTING PERMISSION TO INSTALL (2) FULLY OWNED POLES ON BILLINGS RD AND RELOCATE 2 EXISTING POLES ON N LEVERETT RD. THE NEW POLES TO BE SET ARE #151/B12M-1 & 151/B12M-2, 12M-1 WILL BE PLACED APPROXIMATELY 123' SOUTH OF EXISTING POLE 151/B12M ON N LEVERETT RD, THIS POLE WILL HAVE A DOWN GUY ATTACHED TO AN ANCHOR WITH AN APPROXIMATE LEAD LENGTH OF 11'. 12M-2 WILL BE PLACED APPROXIMATELY 169' FROM PROPOSED POLE 12M-1 & 166' FROM EXISTING P# B10-1. P# B10-1 TO BE RESTENCILED 12M-3. THE 2 POLES TO BE RELOCATED ARE POLE 151/B10 & 151/B12M. B10 WILL BE MOVED APPROXIMATELY 23' EAST OF ITS EXISTING LOCATION AND WILL NOW HAVE A DOWN GUY ATTACHED TO AN ANCHOR WITH AN APPROXIMATE LEAD LENGTH OF 20', AND B12M WILL BE MOVED APPROXIMATELY 22' EAST FROM ITS EXISTING LOCATION AND HAVE A DOWN GUY ATTACHED TO AN ANCHOR WITH AN APPROXIMATE LEAD LENGTH OF 10'. ALSO, WE ARE REQUESTING TO INSTALL 320' OF DIRECTIONAL BORED 5" CONDUIT BY 2 RUNS UNDER N LEVERETT RD BETWEEN P# 151/8-151/B11. THIS WORK IS NEEDED TO ELIMINATE AN EXISTING AERIAL TRESPASS OVER HOUSE 23, AND THE NECR R.R IS WORKING ON RAISING THE HEIGHT OF THEIR BRIDGE THAT CROSSES N LEVERETT RD.

Wherefore it prays that after due notice and hearing as provided by law, let it be granted a location for and permission to construct and maintain a pole, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said pole to be erected substantially in accordance with the plan filed herewith and made a part hereof marked 10444101.

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.



EVERSOURCE ENERGY

*James Gagnon*

By \_\_\_\_\_

James Gagnon  
James.gagnon@eversource.com

Dated this 23<sup>rd</sup> day of September 2022

**ORDER FOR SOLE POLE LOCATIONS**

By the Board of License Commissioners of the City of Montague, Massachusetts

Notice having been given and a public hearing held, as provided by law,  
IT IS HEREBY ORDERED:

that EVERSOURCE ENERGY be and it is hereby granted a location for and permission to construct and maintain a line of poles wires and cables together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way hereinafter referred to as requested in petition of said Company dated the 23rd day of September, 2022.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked **10444101** filed with and made a part of said petition. There may be attached to said poles not to exceed 18 wires and 2 cables and all said wires and cables shall be placed at a height of not less than 18 feet from the ground.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

**ADDRESS:** N LEVERTT & BILLINGS RD

**REASON:** EVERSOURCE IS REQUESTING PERMISSION TO INSTALL (2) FULLY OWNED POLES ON BILLINGS RD AND RELOCATE 2 EXISTING POLES ON N LEVERETT RD. THE NEW POLES TO BE SET ARE #151/B12M-1 & 151/B12M-2, 12M-1 WILL BE PLACED APPROXIMATELY 123' SOUTH OF EXISTING POLE 151/B12M ON N LEVERETT RD, THIS POLE WILL HAVE A DOWN GUY ATTACHED TO AN ANCHOR WITH AN APPROXIMATE LEAD LENGTH OF 11'. 12M-2 WILL BE PLACED APPROXIMATELY 169' FROM PROPOSED POLE 12M-1 & 166' FROM EXISTING P# B10-1. P# B10-1 TO BE RESTENCILED 12M-3. THE 2 POLES TO BE RELOCATED ARE POLE 151/B10 & 151/B12M. B10 WILL BE MOVED APPROXIMATELY 23' EAST OF ITS EXISTING LOCATION AND WILL NOW HAVE A DOWN GUY ATTACHED TO AN ANCHOR WITH AN APPROXIMATE LEAD LENGTH OF 20', AND B12M WILL BE MOVED APPROXIMATELY 22' EAST FROM ITS EXISTING LOCATION AND HAVE A DOWN GUY

ATTACHED TO AN ANCHOR WITH AN APPROXIMATE LEAD LENGTH OF 10'. ALSO, WE ARE REQUESTING TO INSTALL 320' OF DIRECTIONAL BORED 5" CONDUIT BY 2 RUNS UNDER N LEVERETT RD BETWEEN P# 151/8-151/B11. THIS WORK IS NEEDED TO ELIMINATE AN EXISTING AERIAL TRESPASS OVER HOUSE 23, AND THE NECR R.R IS WORKING ON RAISING THE HEIGHT OF THEIR BRIDGE THAT CROSSES N LEVERTT RD.

Also, that permission be and thereby is granted to said EVERSOURCE to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of License Commissioners of the City of Montague, Massachusetts held on the 17<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
City Clerk

We hereby certify that on October 17 2022, at 6:32 o'clock PM, at Via Zoom a public hearing was held on the petition of the EVERSOURCE for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

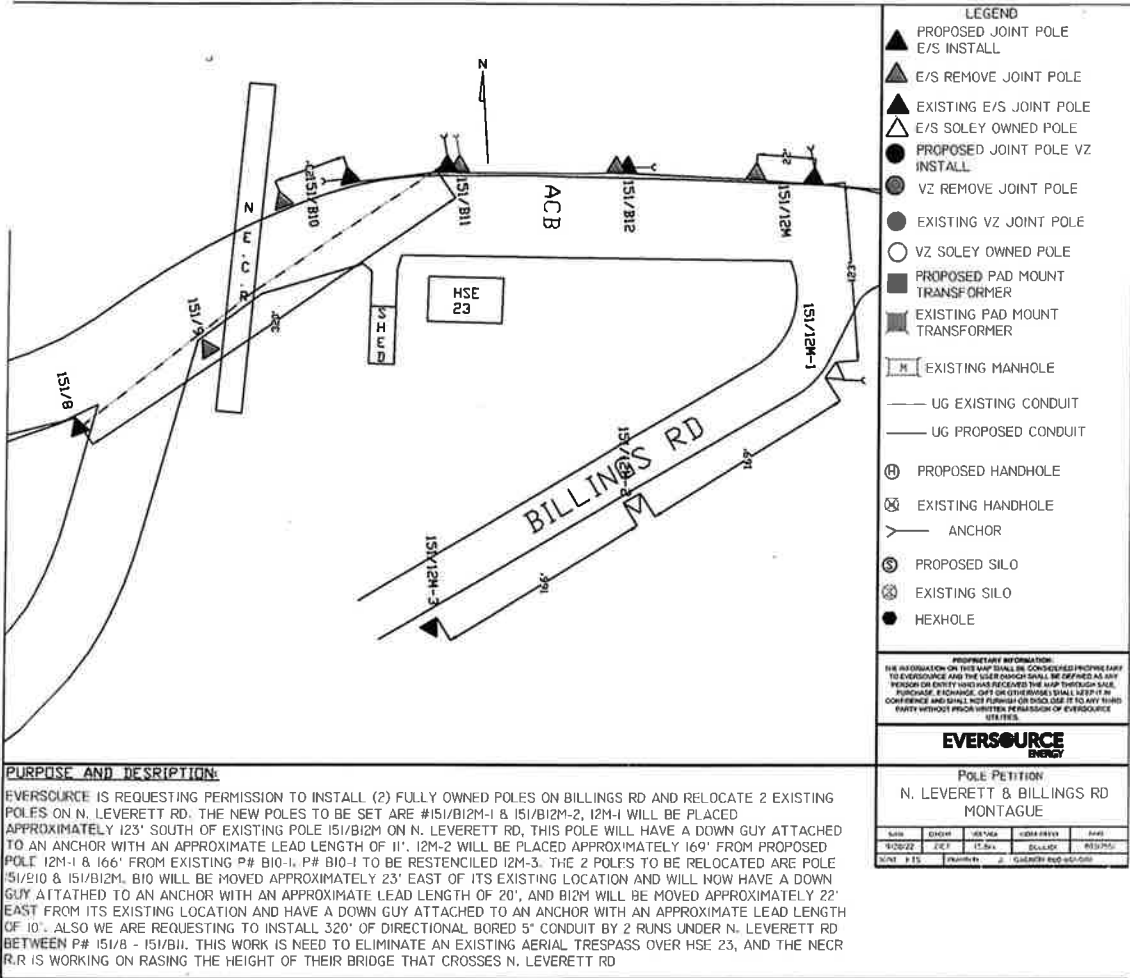
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Board of License Commissioners of the City of  
Montague, Massachusetts

#### CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of License Commissioners of the City of Montague, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, and recorded with the records of location orders of said town, Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
City Clerk



**PETITION FOR SOLELY OWNED POLE AND WIRE LOCATIONS**

By the Selectboard of Montague, Massachusetts

NSTAR ELECTRIC COMPANY DBA EVERSOURCE requests permission to relocate and/or install poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

**Location - 2 M Street, Turners Fall**

Eversource is requesting to install one (1) solely owned pole, #139/5-1. The new pole is to be located on the western side of the road one hundred five (105) feet southwesterly from existing pole #139/5.

Reason – To provide 2 M Street with power.

Wherefore it prays that after due notice and hearing as provided by law, let it be granted a location for and permission to construct and maintain a pole, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said pole to be erected substantially in accordance with the plan filed herewith and made a part hereof marked **9907442**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NSTAR ELECTRIC COMPANY DBA EVERSOURCE

By Joanne Fox  
Joanne Fox  
District Representative

Dated this 21st day of September, 2022.

**TOWN COPY**



## ORDER FOR SOLELY OWNED POLE LOCATIONS

By the Selectboard of Montague, Massachusetts.

Notice having been given and a public hearing held, as provided by law,  
IT IS HEREBY ORDERED:

that the NSTAR ELECTRIC COMPANY DBA EVERSOURCE be and it is hereby granted a location for and permission to construct and maintain a line of poles wires and cables together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way hereinafter referred to as requested in petition of said Company dated the 21st day of September, 2022.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked **9907442** filed with and made a part of said petition. There may be attached to said poles not to exceed 18 wires and 2 cables and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

**Location - 2 M Street, Turners Fall:**

Eversource is requesting to install one (1) solely owned pole, #139/5-1.  
The new pole is to be located on the western side of the road one hundred five (105) feet southwesterly from existing pole #139/5.

Reason – To provide 2 M Street with power.

Also that permission be and thereby is granted to said EVERSOURCE to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distribution purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Selectboard of Montague, Massachusetts held on the 17 day of October 2022.

\_\_\_\_\_  
Town Clerk

We hereby certify that on October 17 2022, at 6:37 Pm o'clock M, at Via Zoom a public hearing was held on the petition of the EVERSOURCE for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Selectboard of Montague, Massachusetts

#### CERTIFICATE

I hereby certify that the foregoing is a true copy of a sole location order and certificate of hearing with notice adopted by the Selectboard of Montague, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 2022 and recorded with the records of location orders of said city, Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
Town Clerk

**TOWN COPY**



<b>EVERSOURCE</b>	TOWN TURNER FALLS
NEW SERVICE	STREET 2 M ST

**PURPOSE AND DESCRIPTION**

REQUESTING TO ADD ONE FULL OWNED EVERSOURCE POLE ON M ST IN TURNER FALLS TO PROVIDE 2 M ST WITH POWER TO GARAGE.

LEGEND	
⊗ PROPOSED JOINT POLE	⬡ HEXHOLE
● PROPOSED W.M.E.CO POLE	Ⓜ HANDHOLE
⊗ EXISTING JOINT POLE	▭ MANHOLE
○ EXISTING W.M.E.CO POLE	■ PAD MONT TRANSFORMER
⊗ EXISTING FOREIGN POLE TO BE MADE JOINT	⋯ U.G. CONDUIT
⊗ EXISTING W.M.E.CO POLE TO BE MADE JOINT	—P— U.G. PRIMARY CABLE
	—S— U.G. SECONDARY CABLE

DRAWN BY: <b>AUSTIN HARPIN</b>	W.D.#: <b>9907442</b> W.R.#:	PETITION #: N/A	DISTANCES ARE APPROXIMATE NOT TO SCALE
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6A

COMMONWEALTH OF MASSACHUSETTS  
WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2022 STATE ELECTION

**Franklin SS.**

To the Constables of the Town of Montague:

**GREETINGS:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of Montague who are qualified to vote in Elections to vote at:

Precinct No. 1, the Montague Center Precinct, the Montague Center Fire Station, 28 Old Sunderland Road, Montague Center; Precinct No. 2, the Millers Falls Precinct, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 3, the upper hill section of Turners Falls, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 4, the second level of Turners Falls, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 5, downtown section of Turners Falls, The Senior Center, 62 Fifth Street, Turners Falls; Precinct No. 6, the South End and Montague City Precinct, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls **TUESDAY, THE EIGHTH DAY OF NOVEMBER, 2022**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

GOVERNOR and LIEUTENANT GOVERNOR.....	FOR THIS COMMONWEALTH
ATTORNEY GENERAL.....	FOR THIS COMMONWEALTH
SECRETARY OF STATE.....	FOR THIS COMMONWEALTH
TREASURER.....	FOR THIS COMMONWEALTH
AUDITOR.....	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS.....	SECOND DISTRICT
COUNCILLOR.....	EIGHT DISTRICT
SENATOR IN GENERAL COURT.....	HAMPSHIRE, FRANKLIN & WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT.....	FIRST FRANKLIN DISTRICT
DISTRICT ATTORNEY.....	NORTHWESTERN DISTRICT
SHERIFF.....	FRANKLIN COUNTY
COUNCIL OF GOVERNMENTS EXECUTIVE COMMITTEE.....	FRANKLIN COUNTY

**QUESTION 1: PROPOSED AMENDMENT TO THE CONSTITUTION**

Do you approve of the adoption of an amendment to the constitution summarized below, which was approved by the General Court in joint sessions of the two houses on June 12, 2019 (yeas 147 – nays 48); and again on June 9, 2021 (yeas 159 – nays 41)?

**SUMMARY**

This proposed constitutional amendment would establish an additional 4% state income tax on that portion of annual taxable income in excess of \$1 million. This income level would be adjusted annually, by the same method used for federal income-tax brackets, to reflect increases in the cost of living. Revenues from this tax would be used, subject to appropriation by the state Legislature, for public education, public colleges and

universities; and for the repair and maintenance of roads, bridges, and public transportation. The proposed amendment would apply to tax years beginning on or after January 1, 2023.

**A YES VOTE** would amend the state Constitution to impose an additional 4% tax on that portion of incomes over one million dollars to be used, subject to appropriation by the state Legislature, on education and transportation.

**A NO VOTE** would make no change in the state Constitution relative to income tax.

## **QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 3, 2022?

### **SUMMARY**

This proposed law would direct the Commissioner of the Massachusetts Division of Insurance to approve or disapprove the rates of dental benefit plans and would require that a dental insurance carrier meet an annual aggregate medical loss ratio for its covered dental benefit plans of 83 percent. The medical loss ratio would measure the amount of premium dollars a dental insurance carrier spends on its members' dental expenses and quality improvements, as opposed to administrative expenses. If a carrier's annual aggregate medical loss ratio is less than 83 percent, the carrier would be required to refund the excess premiums to its covered individuals and groups. The proposed law would allow the Commissioner to waive or adjust the refunds only if it is determined that issuing refunds would result in financial impairment for the carrier.

The proposed law would apply to dental benefit plans regardless of whether they are issued directly by a carrier, through the connector, or through an intermediary. The proposed law would not apply to dental benefit plans issued, delivered, or renewed to a self-insured group or where the carrier is acting as a third-party administrator.

The proposed law would require the carriers offering dental benefit plans to submit information about their current and projected medical loss ratio, administrative expenses, and other financial information to the Commissioner. Each carrier would be required to submit an annual comprehensive financial statement to the Division of Insurance, itemized by market group size and line of business. A carrier that also provides administrative services to one or more self-insured groups would also be required to file an appendix to their annual financial statement with information about its self-insured business. The proposed law would impose a late penalty on a carrier that does not file its annual report on or before April 1.

The Division would be required to make the submitted data public, to issue an annual summary to certain legislative committees, and to exchange the data with the Health Policy Commission. The Commissioner would be required to adopt standards requiring the registration of persons or entities not otherwise licensed or registered by the Commissioner and criteria for the standardized reporting and uniform allocation methodologies among carriers.

The proposed law would allow the Commissioner to approve dental benefit policies for the purpose of being offered to individuals or groups. The Commissioner would be required to adopt regulations to determine eligibility criteria.

The proposed law would require carriers to file group product base rates and any changes to group rating factors that are to be effective on January 1 of each year on or before July 1 of the preceding year. The Commissioner

would be required to disapprove any proposed changes to base rates that are excessive, inadequate, or unreasonable in relation to the benefits charged. The Commissioner would also be required to disapprove any change to group rating factors that is discriminatory or not actuarially sound.

The proposed law sets forth criteria that, if met, would require the Commissioner to presumptively disapprove a carrier's rate, including if the aggregate medical loss ratio for all dental benefit plans offered by a carrier is less than 83 percent.

The proposed law would establish procedures to be followed if a proposed rate is presumptively disapproved or if the Commissioner disapproves a rate.

The proposed law would require the Division to hold a hearing if a carrier reports a risk-based capital ratio on a combined entity basis that exceeds 700 percent in its annual report.

The proposed law would require the Commissioner to promulgate regulations consistent with its provisions by October 1, 2023. The proposed law would apply to all dental benefit plans issued, made effective, delivered, or renewed on or after January 1, 2024.

**A YES VOTE** would regulate dental insurance rates, including by requiring companies to spend at least 83% of premiums on member dental expenses and quality improvements instead of administrative expenses, and by making other changes to dental insurance regulations.

**A NO VOTE** would make no change in the law relative to the regulations that apply to dental insurance companies.

### **QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 3, 2022?

#### **SUMMARY**

This proposed law would increase the statewide limits on the combined number of licenses for the sale of alcoholic beverages for off-premises consumption (including licenses for "all alcoholic beverages" and for "wines and malt beverages") that any one retailer could own or control: from 9 to 12 licenses in 2023; to 15 licenses in 2027; and to 18 licenses in 2031.

Beginning in 2023, the proposed law would set a maximum number of "all alcoholic beverages" licenses that any one retailer could own or control at 7 licenses unless a retailer currently holds more than 7 such licenses.

The proposed law would require retailers to conduct the sale of alcoholic beverages for off-premises consumption through face-to-face transactions and would prohibit automated or self-checkout sales of alcoholic beverages by such retailers.

The proposed law would alter the calculation of the fine that the Alcoholic Beverages Control Commission may accept in lieu of suspending any license issued under the State Liquor Control Act. The proposed law would modify the formula for calculating such fee from being based on the gross profits on the sale of alcoholic beverages to being based on the gross profits on all retail sales.

The proposed law would also add out-of-state motor vehicle licenses to the list of the forms of identification that any holder of a license issued under the State Liquor Control Act, or their agent or employee, may choose to reasonably rely on for proof of a person's identity and age.

A **YES VOTE** would increase the number of licenses a retailer could have for the sale of alcoholic beverages to be consumed off premises, limit the number of “all-alcoholic beverages” licenses that a retailer could acquire, restrict use of self-checkout, and require retailers to accept customers’ out-of-state identification.

A **NO VOTE** would make no change in the laws governing the retail sale of alcoholic beverages.

#### **QUESTION 4: REFERENDUM ON AN EXISTING LAW**

Do you approve of a law summarized below, which was approved by the House of Representatives and the Senate on May 26, 2022?

#### **SUMMARY**

This law allows Massachusetts residents who cannot provide proof of lawful presence in the United States to obtain a standard driver's license or learner's permit if they meet all the other qualifications for a standard license or learner's permit, including a road test and insurance, and provide proof of their identity, date of birth, and residency. The law provides that, when processing an application for such a license or learner's permit or motor vehicle registration, the registrar of motor vehicles may not ask about or create a record of the citizenship or immigration status of the applicant, except as otherwise required by law. This law does not allow people who cannot provide proof of lawful presence in the United States to obtain a REAL ID.

To prove identity and date of birth, the law requires an applicant to present at least two documents, one from each of the following categories: (1) a valid unexpired foreign passport or a valid unexpired Consular Identification document; and (2) a valid unexpired driver's license from any United States state or territory, an original or certified copy of a birth certificate, a valid unexpired foreign national identification card, a valid unexpired foreign driver's license, or a marriage certificate or divorce decree issued by any state or territory of the United States. One of the documents presented by an applicant must include a photograph and one must include a date of birth. Any documents not in English must be accompanied by a certified translation. The registrar may review any documents issued by another country to determine whether they may be used as proof of identity or date of birth.

The law requires that applicants for a driver's license or learner's permit shall attest, under the pains and penalties of perjury, that their license has not been suspended or revoked in any other state, country, or jurisdiction.

The law specifies that information provided by or relating to any applicant or license-holder will not be a public record and shall not be disclosed, except as required by federal law or as authorized by Attorney General regulations, and except for purposes of motor vehicle insurance.

The law directs the registrar of motor vehicles to make regulations regarding the documents required of United States citizens and others who provide proof of lawful presence with their license application.

The law also requires the registrar and the Secretary of the Commonwealth to establish procedures and regulations to ensure that an applicant for a standard driver's license or learner's permit who does not provide proof of lawful presence will not be automatically registered to vote.

The law takes effect on July 1, 2023.

**A YES VOTE** would keep in place the law, which would allow Massachusetts residents who cannot provide proof of lawful presence in the United States to obtain a driver's license or permit if they meet the other requirements for doing so.

**A NO VOTE** would repeal this law.

**QUESTION 5: THIS QUESTION IS NON-BINDING**

Shall the representative from this district be instructed to introduce and vote for legislation that puts a fee on the carbon content of fossil fuels to compensate for their environmental damage and returns most of the proceeds in equitable ways to individuals as a cash-back dividend?

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(month)

\_\_\_\_\_  
Richard J. Kuklewicz

\_\_\_\_\_  
Christopher M. Boutwell

\_\_\_\_\_  
Matthew Lord

Selectboard of: Montague

Pursuant to the within warrant, I have warned the inhabitants of the Town of Montague, by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least seven days before said meeting as within directed.

\_\_\_\_\_, 2022.  
Constable (month and day)

### **Poll Worker Appointments**

Effectively immediately, there is additional flexibility for the appointment of poll workers.

If, six weeks before an election, it is determined that there are not enough election officers appointed, the appointing authority (board of selectmen, city council, board of election commissioners) may appoint poll workers without regard to political party affiliation, voter registration status, residence, or inclusion on a list from a local party committee.

If, three weeks before an election, there are still not enough poll workers appointed, the clerk will be able to fill vacancies by appointing any competent person, without regard to party, residence, or a list from a local party committee.

Further, you now have the option to eliminate the use of a check-out table if you choose to do so. If you do not use a check-out table, however, you must still have a poll worker stationed at the ballot box.

If poll workers are appointed without regard to party affiliation, the inspectors at the check-in table (and check-out, if used) cannot be of the same political party. If poll workers are appointed from lists from the parties, the inspectors must be of different political parties.

### **Police Officer Assignments**

Effective immediately, the law regarding assignment of police officers at polling places is amended to require the board of selectmen, town council, or city council to assign police officers and constables to polling places. Previously, this was the responsibility of the chief of police.

### **Vote by Mail**

Effective immediately, early voting by mail must be available for all state elections, state primaries, and presidential primaries.

Early voting by mail is also required for all local elections and preliminaries, unless the city or town opts out. In order to opt out of Vote by Mail for a local election, the selectmen, city council, or town council must hold a public hearing and public roll call vote to NOT allow Vote by Mail no later than 45 days before the date of the election. Cities and towns cannot opt out of Vote by Mail for a local election if the election is happening on the same day as a state election, state primary, or presidential primary.

### **Applications**

As in 2020, the Elections Division will be mailing Vote by Mail applications at least 45 days before every regular state primary, state election, and presidential primary. The applications will be sent to everyone registered to vote by the 60<sup>th</sup> day before the election who has not



Montague DPW  
128 Turners Falls Rd.  
Turners Falls, MA 01376  
Tel. 413-863-2054 Fax. 413-863-3212  
This institution is an equal opportunity provider

October 12, 2022

We have ben asked to change the transfer hours so the transfer station is open shorter time on Wednesday, it is presently open from 7am until 2:30 change that from 7am until 1:00. Saturday is presently open from 7am until 12:00 change that from 7am until 2:30 giving a little more time for residents to use the facility on a Saturday.

Change in Mattress and box spring charge, going from \$20 to \$35 due to new recycling laws of mattress and box spring we need to raise this price, all other pricing will remain the same.

Both new hours and price change will take effect starting on Wednesday October 19<sup>th</sup>.

Put one John Deere slicer/seeder on surplus list to be sold.

Discussion on new camera truck and show clip of camera working.

Please allow 15-20 mins. Tom





# Town of Montague

Clean Water Facility  
34 Greenfield Road  
Montague MA 01351-9522  
[wpcf.supt@montague-ma.gov](mailto:wpcf.supt@montague-ma.gov)

(413) 773-8865  
FAX: (413) 774-6231

TO: Town Administrator, Selectboard, Tax Collector  
FROM: Chelsey Little, Superintendent CWF  
DATE: October 4, 2022

## Sewer Rates FY 2023

Rates I through IV reflect a proposed 11.54% increase.

I.	Gill, Industrial Customers	<b>Current Rate:</b> \$15.68/1000 gallons
		Previous Rate: \$14.06/1000 gallons
II.	T. Falls, Mont. Center, Mont. City, Lake Pleasant	<b>Current Rate:</b> \$16.94/1000 gallons
		Previous Rate: \$15.19/1000 gallons
III.	12-month Flat Rate	<b>Current Rate:</b> \$937.44/FY
		Previous Rate: \$840.45/FY
IV.	Millers Falls	<b>Current Rate:</b> \$16.94/1000 gallons
		Previous Rate: \$15.19/1000 gallons

## Septage

In Town & Town of Gill: = \$95/1,000 gallons  
Out of Town: = \$110/1,000 gallons

## Trucked-in Sludge

=Price to be negotiated between Town&FCSWMD

## Other

Interest Rate – 14% per Annum  
Demand Charge - \$5.00  
Minimum Bill - \$142.77/FY

## Sewer Commission Approval

Richard Kuklewicz

Chris Boutwell

Matthew Lord

From  
9/19/22  
meeting



# Town of Montague

Clean Water Facility  
34 Greenfield Road  
Montague MA 01351-9522  
[wpcf.supt@montague-ma.gov](mailto:wpcf.supt@montague-ma.gov)

(413) 773-8865  
FAX: (413) 774-6231

TO: Town Administrator, Selectboard, Tax Collector  
FROM: Chelsey Little, Superintendent CWF  
DATE: September 20, 2022

## Sewer Rates FY 2023

Rates I through IV reflect a proposed 11.54% increase.

I.	Gill, Industrial Customers	<b>Current Rate:</b>	<b>\$15.68/1000 gallons</b>
		<b>Previous Rate:</b>	<b>\$14.06/1000 gallons</b>
II.	T. Falls, Mont. Center, Mont. City, Lake Pleasant	<b>Current Rate:</b>	<b>\$16.94/1000 gallons</b>
		<b>Previous Rate:</b>	<b>\$15.19/1000 gallons</b>
III.	12-month Flat Rate	<b>Current Rate:</b>	<b>\$937.44/FY</b>
		<b>Previous Rate:</b>	<b>\$840.45/FY</b>
IV.	Millers Falls	<b>Current Rate:</b>	<b>\$16.94/1000 gallons</b>
		<b>Previous Rate:</b>	<b>\$15.19/1000 gallons</b>

## Septage

In Town & Town of Gill:  
Out of Town:

= \$80/1,000 gallons  
= \$110/1,000 gallons

## Trucked-in Sludge

=Price to be negotiated between Town&FCSWMD

## Other

Interest Rate – 14% per Annum  
Demand Charge - \$5.00  
Minimum Bill - \$142.77/FY

## Sewer Commission Approval

Richard Kugiewicz

Chris Boutwell

Matthew Lord

9A

# Town of Montague Personnel Status Change Notice New Hires

Employee # \_\_\_\_\_

Board Authorizing **Appointment:** Selectboard Meeting Date: 10/17/2022

Authorized Signature: \_\_\_\_\_

Board Authorizing **Wages:** Selectboard Meeting Date: 10/17/2022

Authorized Signature: \_\_\_\_\_

**General Information:**

Full name of employee: <u>Michael R. Babineau</u>	Department: <u>MCWF</u>
Title: <u>Wastewater Technician</u>	Effective date of hire: <u>10/24/22</u>

**New Hire:**

Permanent: <u>X</u> <u>Y</u> <u>N</u> If temporary, estimated length of service: _____
Hours per Week: <u>40</u> Union: <u>U.E.</u>

**Wages:**

Union: <u>U.E.</u>
Wages: Grade <u>D</u> Step <u>2</u> Wage Rate: <u>\$21.51</u> (annual/ hourly)
Notes:

**Copies to:**

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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

9B  


This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> Town of Montague (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office for Administration and Finance <b>MMARS Department Code:</b> ANF
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 1 Avenue A, Turners Falls, 01376	<b>Business Mailing Address:</b>
<b>Contract Manager:</b> Steven Ellis	<b>Billing Address (if different):</b>
<b>E-Mail:</b> stevene@montague-ma.gov	<b>Contract Manager:</b> Frank Gervasio
<b>Phone:</b> (413) 863-3200 <b>Fax:</b>	<b>E-Mail:</b> gervasiof@dor.state.ma.us
<b>Contractor Vendor Code:</b> VC6000191893	<b>Phone:</b> 617-626-2345 <b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001. (Note: The Address Id Must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b>
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>35,000</u> .	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <u>G.L. c. 29, § 23A</u> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026, to the Town of Montague for the costs associated with: development of a wage and classification plan.	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <u>Effective Date</u> below and <b>no</b> obligations have been incurred <b>prior</b> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>two (2) years from the signing date of the contract</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> 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 makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, 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.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: _____ Print Title: _____	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

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

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

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

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

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

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

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

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

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

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

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

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

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

## NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

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

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

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

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

**Contract Employee.** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

## CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

## COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is

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incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

## COMPENSATION

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

## PAYMENTS AND PROMPT PAY DISCOUNTS

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

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, §9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

## CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

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

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

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

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

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

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

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

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

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own

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expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

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

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

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

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

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

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

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during

performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

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

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance and contributions](#); [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#); [29 USC c. 16, s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the [Public Accommodations Law](#) [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); [Chapter 149, Section 105D](#); [G.L. c. 151C](#); [G.L. c. 272, Section 92A, Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

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

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into information Technology Contracts. The following language will apply to information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation

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shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

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

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

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29 s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

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

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

## EXECUTIVE ORDERS

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

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.**

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

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

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

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

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.**

For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

**Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.





## COMMONWEALTH TERMS AND CONDITIONS

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Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



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

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

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

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

<b>AUTHORIZED SIGNATORY NAME</b>	<b>TITLE</b>
Richard J. Kuklewicz	Chair, Selectboard

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

\_\_\_\_\_  
Signature

Date: October 17, 2022

Title: Chair, Selectboard

Telephone: 413-863-3200 ext. 108

Fax: 413-863-3231

Email: selectscity@montague-ma.gov

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

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

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



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

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**PROOF OF AUTHENTICATION OF SIGNATURE**

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

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

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

Title: Chair, Selectboard

**X**

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

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

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

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

AFFIX NOTARY SEAL

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

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL



## COMMONWEALTH TERMS AND CONDITIONS

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10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



# COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

**12. Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

**13. Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

**14. Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

**15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

**IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:**

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_ (signature)

Print Name: Richard J. Kuklewicz

Title: Chair, Selectboard

Date: October 17, 2022

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: Town of Montague

Doing Business As: Name (If Different):

Tax Identification Number: 04-6001231

Address: 1 Avenue A, Turners Falls, MA 01376

Telephone: 413-863-3200 FAX: 413-863-3231

### **INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS**

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

## **GRANT AGREEMENT**

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and Town of Montague [“Grantee”] acting through its Chair of the Select Board.

### **PRELIMINARY STATEMENT**

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$35,000 authorized under Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026 [“Act”] to the Town of Montague for the costs associated with: development of a wage and classification plan [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

### **SECTION 1. PROJECT SCOPE**

The scope of the Project to be funded under the EOAF Grant to the Town of Montague is for the costs associated with: development of a wage and classification plan. The funds will allow the town to work with a consultant to update the town's existing compensation plan with accurate job descriptions. The compensation plan will also be updated to reflect these changes and reflect current economic conditions and legal requirements.

**\*\*\*All project SCOPES must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

### **SECTION 2. DISBURSEMENT OF EOAF GRANT**

**2.1** Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 126 of the Acts of 2022, Section 2B Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$35,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

**2.2** It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

**2.3** The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

**2.4** The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

**2.5** The grant funds must be spent by no later than two (2) years from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

### **SECTION 3. REPORTING**

**3.1** Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

### **SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS**

**4.1** The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

**4.2** This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

### **SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE**

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

**SECTION 6. AMENDMENTS**

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

**SECTION 7. SEVERABILITY OF PROVISIONS**

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####



**WendyB-Montague Selectboard**

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**From:** Brian McHugh <bmchugh@fcrhra.org>  
**Sent:** Wednesday, October 12, 2022 2:06 PM  
**To:** Walter Ramsey - Montague Planner; WendyB-Montague Selectboard  
**Cc:** StevenE - Montague Town Administrator; Sharon Pleasant  
**Subject:** Monday's Agenda  
**Attachments:** Avenue A Streetscape Phase III - Bid Recommendation Memo - H.M. NUNES SONS 2022-10-11.pdf

Hi Everybody,

I would like to be on Monday's agenda to make a recommendation to award the FY21 CDBG Avenue A Streetscape Improvements Project to H.N. Nunes Construction. Berkshire Design did the reference checks and sent the attached letter of recommendation with the contractor evaluations.

Thank you.

Brian McHugh  
Director of Community Development  
Franklin County Regional Housing & Redevelopment Authority  
241 Millers Falls Road  
Turners Falls, MA 01376  
413-223-5224



## MEMORANDUM

To: Town of Montague  
Brian McHugh, Director of Community Development  
Franklin County Regional Housing & Redevelopment Authority

From: Carlos E. Nieto-Mattei

Date: October 11, 2022

Project: Avenue A Streetscape Phase III Continuation Project

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The following memo is to inform the Town of Montague that after a review of H.M. Nunes & Sons Construction, Inc. base bid of \$318,190 and Additional Alternate bid of \$4,800, for work related to Avenue A Streetscape Phase III Continuation Project, our recommendation is to award.

The reason for our recommendation to award is that H. M Nunes & Sons Construction, Inc. is a responsible and eligible bidder based on reference check done by The Berkshire Design Group Inc. and based on **MGL CHAPTER 30 39M (c)**  
*(c) The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work;"*

A handwritten signature in black ink, appearing to read "Carlos E. Nieto-Mattei". The signature is fluid and cursive, with the first name being the most prominent.

Carlos E. Nieto-Mattei  
Principal  
The Berkshire Design Group Inc.

Contractor Review Avenue A Streetscape Phase III Continuation Project Montague, MA

HM Nunes & Sons Construction Inc., Ludlow MA

Debarred List - NONE

1. The Operational Services Division (OSD)
2. Division of Capital Asset Management and Maintenance Debarred Contractor's List (DCAMM)
3. Businesses Issued Stop Work Orders by the Department of Industrial Accidents (DIA)
4. Office of the Attorney General Debarment Information
5. Contractors Suspended or Debarred by MassDOT
6. Federal Government's Excluded Parties List System



Doug Serrill  
Landscape Designer  
Doug@berkshiredesign.com  
4 Allen Place  
Northampton, MA 01060  
Tel 413-582-7000  
Fax 413-582-7005

### Contractor Evaluation

To: Brian Sear, DPW Director

Contractor Being Evaluated: H.M. Nunes & Sons Construction Inc.  
82 Carmelina Circle  
Ludlow, MA 01056

Reference Project: Marina Parking Lot Improvements

Project:  
Avenue A Streetscape Improvements Project

From: Doug Serrill  
Date: October 5, 2022

The Contractor named above has furnished your name as a reference for the project named above. We kindly ask that you fill out the form below and return to Berkshire Design Group via email or fax. This information shall be used to evaluate the Contractor's qualifications to perform the work that they have successfully bid. Please contact the sender with any questions. Thank You.

Please rate the Contractor's performance on a scale of 0-5 (5 being the best):

- |  |          |
|--|----------|
| 1. Did you find the management personnel experienced and qualified?          | <u>5</u> |
| 2. Did you find the on-site personnel experienced and qualified?             | <u>4</u> |
| 3. Were change orders well documented, timely, and reasonably priced?        | <u>4</u> |
| 4. Did the Contractor adhere to the project schedule?                        | <u>4</u> |
| 5. Did this contractor provide the manpower and required?                    | <u>4</u> |
| 6. Did the contractor work in harmony and coordinate with other contractors? | <u>3</u> |
| 7. Was the contractor's quality of work satisfactory?                        | <u>5</u> |
| 8. Did the contractor complete punch list items (if any) in a timely manner? | <u>3</u> |
| 9. Would you choose to work again with this contractor?                      | <u>5</u> |
| 10. How would you describe your overall experience with this contractor?     | <u>4</u> |

Other Comments:

The contractor performed admirably when they were on the job. It was difficult to get them back to perform smaller tasks once the larger job was complete. The quality of their paving and grading was excellent.



Doug Serrill  
Landscape Designer  
Doug@berkshiredesign.com  
4 Allen Place  
Northampton, MA 01060  
Tel 413-582-7000  
Fax 413-582-7005

## Contractor Evaluation

To: Edward J. Gibson, Town Administrator

Contractor Being Evaluated: H.M. Nunes & Sons Construction Inc.  
82 Carmelina Circle  
Ludlow, MA 01056

Reference Project: Pickleball Courts in Conant Park

Project:  
Avenue A Streetscape Improvements Project

From: Doug Serrill  
Date: October 3, 2022

The Contractor named above has furnished your name as a reference for the project named above. We kindly ask that you fill out the form below and return to Berkshire Design Group via email or fax. This information shall be used to evaluate the Contractor's qualifications to perform the work that they have successfully bid. Please contact the sender with any questions. Thank You.

Please rate the Contractor's performance on a scale of 0-5 (5 being the best):

- |  |   |
|--|---|
| 1. Did you find the management personnel experienced and qualified?          | 5 |
| 2. Did you find the on-site personnel experienced and qualified?             | 5 |
| 3. Were change orders well documented, timely, and reasonably priced?        | 5 |
| 4. Did the Contractor adhere to the project schedule?                        | 3 |
| 5. Did this contractor provide the manpower and required?                    | 5 |
| 6. Did the contractor work in harmony and coordinate with other contractors? | 5 |
| 7. Was the contractor's quality of work satisfactory?                        | 5 |
| 8. Did the contractor complete punch list items (if any) in a timely manner? | 5 |
| 9. Would you choose to work again with this contractor?                      | 5 |
| 10. How would you describe your overall experience with this contractor?     | 5 |

### Other Comments:

Due to weather the subcontractor VT. Recreational was not able to paint the surface on the courts in the fall (too cold) so that was delayed until the spring of this year. Also due to drought they had to re-seed the grass twice to get it to grow.

Overall very satisfied with the firm and would work with them again.



Doug Serrill  
Landscape Designer  
Doug@berkshiredesign.com  
4 Allen Place  
Northampton, MA 01060  
Tel 413-582-7000  
Fax 413-582-7005

### Contractor Evaluation

To: Frank Dellaripa, City Engineer

Contractor Being Evaluated: H.M. Nunes & Sons Construction Inc.  
82 Carmelina Circle  
Ludlow, MA 01056

Reference Project: Bushnell Park Site Improvements

Project:  
Avenue A Streetscape Improvements Project

From: Doug Serrill  
Date: October 4, 2022

The Contractor named above has furnished your name as a reference for the project named above. We kindly ask that you fill out the form below and return to Berkshire Design Group via email or fax. This information shall be used to evaluate the Contractor's qualifications to perform the work that they have successfully bid. Please contact the sender with any questions. Thank You.

Please rate the Contractor's performance on a scale of 0-5 (5 being the best):

- |  |   |
|--|---|
| 1. Did you find the management personnel experienced and qualified?          | 5 |
| 2. Did you find the on-site personnel experienced and qualified?             | 4 |
| 3. Were change orders well documented, timely, and reasonably priced?        | 4 |
| 4. Did the Contractor adhere to the project schedule?                        | 5 |
| 5. Did this contractor provide the manpower and required?                    | 4 |
| 6. Did the contractor work in harmony and coordinate with other contractors? | 4 |
| 7. Was the contractor's quality of work satisfactory?                        | 5 |
| 8. Did the contractor complete punch list items (if any) in a timely manner? | 4 |
| 9. Would you choose to work again with this contractor?                      | 5 |
| 10. How would you describe your overall experience with this contractor?     | 5 |
-

**Other Comments:**

Nunes has very good ownership and management team, they are thorough, listen well, obtain answers to your questions and do good work. They are currently contracted on two other projects with the City of Hartford. I have no issues hiring Nunes to work for the City.

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Doug Serrill  
Landscape Designer  
Doug@berkshiredesign.com  
4 Allen Place  
Northampton, MA 01060  
Tel 413-582-7000  
Fax 413-582-7005

### Contractor Evaluation

To: Joe Bergeron, Business Administrator

Contractor Being Evaluated: H.M. Nunes & Sons Construction Inc.  
82 Carmelina Circle  
Ludlow, MA 01056

Reference Project: Mount Greylock Athletic Improvements

Project:  
Avenue A Streetscape Improvements Project

From: Doug Serrill  
Date: October 5, 2022

The Contractor named above has furnished your name as a reference for the project named above. We kindly ask that you fill out the form below and return to Berkshire Design Group via email or fax. This information shall be used to evaluate the Contractor's qualifications to perform the work that they have successfully bid. Please contact the sender with any questions. Thank You.

Please rate the Contractor's performance on a scale of 0-5 (5 being the best):

- |  |          |
|--|----------|
| 1. Did you find the management personnel experienced and qualified?          | <u>5</u> |
| 2. Did you find the on-site personnel experienced and qualified?             | <u>4</u> |
| 3. Were change orders well documented, timely, and reasonably priced?        | <u>5</u> |
| 4. Did the Contractor adhere to the project schedule?                        | <u>4</u> |
| 5. Did this contractor provide the manpower and required?                    | <u>5</u> |
| 6. Did the contractor work in harmony and coordinate with other contractors? | <u>5</u> |
| 7. Was the contractor's quality of work satisfactory?                        | <u>5</u> |
| 8. Did the contractor complete punch list items (if any) in a timely manner? | <u>4</u> |
| 9. Would you choose to work again with this contractor?                      | <u>5</u> |
| 10. How would you describe your overall experience with this contractor?     | <u>5</u> |

Other Comments:

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10/17 (11)

## WendyB-Montague Selectboard

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**From:** Sally Pick <sjp@crocker.com>  
**Sent:** Wednesday, September 28, 2022 1:43 PM  
**To:** StevenE - Montague Town Administrator; WendyB-Montague Selectboard  
**Cc:** Me  
**Subject:** Community Planning for Solar Project on BOS agenda 10/10?

Hi Steve and Wendy,

I'm not available this coming Monday, Oct. 3rd to discuss next steps with the BOS on the UMass Clean Energy Extension Community Planning for Solar (it's official name) project. Could I get onto the agenda for 15 minutes for Monday, Oct. 10th?

At the energy committee meeting, we discussed that it would be easier to get a quorum for the ad hoc Solar Planning Committee if we had 7 members (assuming we can get that many), rather than 5 as approved by the BOS. Also as Steve and I discussed, a more diverse planning committee would help the plan reflect the range of interests and be more equitable across the many potential entities and people who might be interested in exploring solar. Hoping that's an option.

I can update the BOS on where things are with getting the project up and running and recruiting planning committee members and request approval for 7 members of the Solar Planning Committee, if we're able to find that many.

Best,

Sally

**WendyB-Montague Selectboard**

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**From:** StevenE - Montague Town Administrator  
**Sent:** Wednesday, October 12, 2022 4:32 PM  
**To:** WendyB-Montague Selectboard  
**Cc:** Walter Ramsey - Montague Planner  
**Subject:** RE: 10/17 SB Agenda

Small Update, as Below

**From:** StevenE - Montague Town Administrator  
**Sent:** Wednesday, October 12, 2022 12:57 PM  
**To:** WendyB-Montague Selectboard <WendyB@montague-ma.gov>  
**Cc:** Walter Ramsey - Montague Planner <planner@montague-ma.gov>  
**Subject:** 10/17 SB Agenda

Hi

Please add to agenda:

ARPA Spending Plan

- Summary of Present Commitments (Steve)
- Capital Project Requests and Vetting Process (Walter)

Farren Property Updates (Walter)

Steven Ellis  
Montague Town Administrator  
One Avenue A  
Turners Falls, MA 01376  
413-863-3200 x110  
[www.montague-ma.gov](http://www.montague-ma.gov)

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

13A



# Office of the Selectboard Town of Montague

1 Avenue A  
Turners Falls, MA 01376

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

**To:** Selectboard

**From:** Walter Ramsey, Asst Town Administrator

**Date:** 10/13/2022

**RE: Farren Update 10/17/2022**

WR and SE met with Eric Dana, Trinity Health VP of Operation in Sept and again last week. Mr. Dana has re-affirmed that it is Trinity Health's intention to demolish the hospital and gift the 10 acres of land to the town (with clean title). He also confirmed that Trinity will reimburse the town up to \$100,000 in expenses toward a site redevelopment study.

### Demolition Project Status and Timeline

Trinity has contracted with a project manager and contractor. Their intended schedule is to start abandoning utilities and start abatement as soon as November and the work would last up to 10-12 months. The asbestos abatement is a significant element of the project and could take 3+ months. Notably, the planned demolition is a \$5M+ investment by Trinity.

### Demo Delay Bylaw

A demolition permit was filed with the Building Department on 10/12/22. The new Demo Delay Bylaw process has been triggered because the property meets the definition for a "historically significant building". In accordance with the bylaw, the Building Inspector has referred the matter to the Montague Historical Commission (MHC) The MHC must convene a public hearing within 45 days of the filing. At that hearing, potential redevelopment interests and residents will have the opportunity to be heard. Then the MHC will decide whether to enact the one year demo delay or not. The Selectboard will be notified of the hearing and will have the opportunity offer testimony at that hearing.

Several Opportunities for preservation of ancillary elements have emerged:

### 356 Montague City Road

This is a 2,676 square foot office building (converted residence) on ¾ acres of land. The building was built in 1937 plus an addition in the 1980. Trinity is offering to spare the building from demolition and gift it to the town. A former psychologist office, the building hold potential for re-use for office or possibly residential. Current assessed value is \$213,400. The building was inspected by the building

inspector and DPW who all agreed that the building and its systems is in good shape and suitable for productive re-use. The town may need to adjust the property line because right now the property line runs into the middle of a Farren parking lot.



### Pavilion and Gazebo

In the rear of the Farren Property is a pavilion and gazebo that are well built and in good condition. Conversations with Trinity and the project manager have indicated that these structures and adjacent landscaping can be spared by the demo contractor. These have potential can be converted to a community asset.



### Front Entrance pillars and trees

The front entrance pillars will be able to remain to remind folks of the former hospital. The contractor also indicated that they should be able to spare the mature maple and ginkgo in the front of the property.



### Monuments, plaques, and markers

The town and historic commission will have the opportunity to retrieve the various monuments, plaques, and markers that are throughout the property prior to the commencement of work in those areas. MHC had provided an inventory of items worthy of preservation. Most of the religious artifacts, including stained glass have been claimed by religious institutions. These are some exterior elements that the Historical Commission has prioritized for preservation. Logistical details of how to retrieve these items still need to be worked out.







13D

**WendyB-Montague Selectboard**

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**From:** Walter Ramsey - Montague Planner  
**Sent:** Wednesday, October 12, 2022 9:16 AM  
**To:** WendyB-Montague Selectboard  
**Subject:** Fw: FRCOG contract Comp Plan Project  
**Attachments:** MVP Montague FRCOG contract for signature.pdf

Hi Wendy, please include these items (attachment included)

- Comprehensive Plan Status update
- Execute Professional Services Agreement with Franklin Regional Council of Governments for Phase II of the 5 Villages One Future Comprehensive Plan (\$80,000, funded by a FY23 Municipal Vulnerabilities Program Action Grant)
- 

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**From:** Kimberly Noake MacPhee <KMacPhee@frcog.org>  
**Sent:** Wednesday, October 12, 2022 8:53 AM  
**To:** Walter Ramsey - Montague Planner <planner@montague-ma.gov>  
**Subject:** FRCOG contract Comp Plan Project

Hello Walter – Please find attached our contract for the MVP-funded portion of the Comprehensive Plan project. If all is in order, please have the Select Board sign at their next meeting.

Thank you!

*Kimberly*

**Kimberly Noake MacPhee, P.G., CFM**  
*Land Use & Natural Resources Program Manager*  
*Climate Resiliency Specialist*



12 Olive Street, Suite 2  
Greenfield, MA 01301  
Phone: 413-774-3167 x130  
Fax: 413-774-3169  
Email: [KMacPhee@frcog.org](mailto:KMacPhee@frcog.org)  
Web: [www.frcog.org](http://www.frcog.org)

Connect with us here:





# Franklin Regional Council of Governments

**Agreement By and Between  
the Town of Montague  
and the Franklin Regional Council of Governments**

THIS AGREEMENT made as of the \_\_\_th day of October, 2022, is by and between the Town of Montague, having a usual place of business at 1 Avenue A, Turners Falls, MA 01376, hereinafter called the TOWN, and the Franklin Regional Council of Governments, having a usual place of business at John W. Olver Transit Center, 12 Olive Street, Suite 2, Greenfield, Massachusetts, 01301 hereinafter called the COUNCIL.

WHEREAS, the TOWN has entered into an Agreement with the Massachusetts Executive Office of Energy and Environmental Affairs (EEA) to conduct the *Incorporating Climate Resiliency into the Montague Comprehensive Plan* (the "Project").

WHEREAS, the TOWN seeks professional services relating to the implementation of the Project to assist the TOWN in the timely achievement of the Project objectives.

WHEREAS, the following provisions, together with Attachment A (Contract and the Scope of Service) are hereby incorporated by reference and made a part of this AGREEMENT

NOW, THEREFORE THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF COUNCIL:** The TOWN hereby engages the COUNCIL to perform the services set forth herein and the COUNCIL hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The COUNCIL shall perform the Grant Administration, Procurement, and Open Space & Recreation Planning Services described in Attachment A. The COUNCIL shall perform its services in accordance with reasonable professional standards of skill, care, and diligence.
3. **RESPONSIBILITY OF THE TOWN:** The TOWN shall assume responsibility for assisting the COUNCIL insofar as possible to complete grant activities and file reports and requests for reimbursement with EEA no later than the grant deadlines and will furnish the COUNCIL with any information needed to satisfactorily complete the services. The TOWN will also provide Cash and In-Kind Match of Twenty-eight Thousand Eight Hundred Dollars (\$28,800) towards the completion of the Project.

4. **REPORTING:** The COUNCIL will prepare written reports and reimbursement requests for the TOWN on the status of professional services as specified in Attachment A, or at other times as required by an information request or reporting requirement by the MA Executive Office of Energy and Environmental Affairs. Town shall submit those reports and reimbursement requests to EEA and distribute requested funds to the COUNCIL upon receipt.
5. **TIME OF PERFORMANCE:** The services of the COUNCIL are to commence on November 1, 2022 and shall be undertaken and completed in sequence as to assure their expeditious completion. All services required hereunder shall be completed no later than June 30, 2024.
6. **COMPENSATION:** The TOWN will pay the COUNCIL a total fee not to exceed Eighty Thousand Dollars (\$80,000.00) based on the invoice and reimbursement procedures established by the EEA MVP Program.
7. **AVAILABILITY OF FUNDS:** The compensation provided by this agreement is subject to the continued availability of funds for Project and to the continued eligibility of EEA and the TOWN to receive such funds.
8. **WITHDRAWAL:** The TOWN or COUNCIL may withdraw from this agreement for cause upon 15 days written notice. In the event of any such withdrawal, all finished and unfinished material shall become the property of the TOWN and the COUNCIL will be compensated for services provided to the date of termination.
9. **FORCE MAJEURE:** Neither the TOWN nor the COUNCIL shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this Article, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
10. **AMENDMENTS:** This agreement may be amended as agreed to in writing by the signatories hereto.
11. **NON-DISCRIMINATION:** The COUNCIL shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin.

12. INDEMNIFICATION: To the extent permitted by law, the TOWN shall indemnify and hold the COUNCIL harmless from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, or liability of every kind and description that the COUNCIL may incur or suffer resulting from, in connection with, or arising out of the Project, and from any subsequent future damage resulting from acts of nature, negligence, vandalism or other causes.
13. CONFLICT OF INTEREST: The COUNCIL acknowledges that the TOWN is a municipality for purposes of Chapter 268A of the Massachusetts General Laws, and the COUNCIL agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the COUNCIL based on said statute.
14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
15. 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. All material produced under the terms of this agreement is public property and cannot be copyrighted by either the COUNCIL or the TOWN.
16. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall nevertheless be in full force and effect.
17. ASSIGNMENT: This Agreement may not be assigned by either party.

**IN WITNESS thereof, the TOWN and the COUNCIL have executed this agreement as of the date above written.**

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

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Executive Director  
Linda L. Dunlavy

Date

TOWN OF MONTAGUE

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Select Board, Chair

Date

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities. If you would like accessibility or language accommodation, please contact the Title VI Coordinator at 413-774-3167 (voice) (MA Relay System:800-439-2370), 413-774-3169 (fax), or [civilrights@frcog.org](mailto:civilrights@frcog.org) (e-mail).

For FRCOG Use Only

Contract Reviewed by Procurement: aw, 10/7/22      Finance: cem, 10/7/22      Account Line # TBD

# ATTACHMENT A

## EEA Contract & Scope of Services

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> Town of Montague (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Energy & Environmental Affairs <b>MMARS Department Code:</b> ENV
<b>Legal Address: (W-9, W-4):</b> One Avenue A, Turners Falls, MA 01376	<b>Business Mailing Address:</b> 100 Cambridge St - Suite 900 Boston, MA 02114
<b>Contract Manager:</b> Waller Ramsey, Town Planner   <b>Phone:</b> 4138633200	<b>Billing Address (If different):</b>
<b>E-Mail:</b> planner@montague-ma.gov   <b>Fax:</b>	<b>Contract Manager:</b> Kara Runsten   <b>Phone:</b> 617-312-1594
<b>Contractor Vendor Code:</b> VC6000191893	<b>E-Mail:</b> kara.runsten@mass.gov   <b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD__ (Note: The Address ID must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b> CT-ENV-MVPARPA1MONTAGUEFY23 <b>RF/Procurement or Other ID Number:</b> ENV 23 MVP 02
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> __ Statewide Contract (OSD or an OSD-designated Department) __ Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement (includes all Grants - 815 CMR 2.00)</b> (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)	<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__ Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> __ 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): <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> __ <u>Commonwealth Terms and Conditions For Human and Social Services</u> __ <u>Commonwealth IT Terms and Conditions</u>	
<b>COMPENSATION: (Check ONE option):</b> 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 <u>815 CMR 9.00</u> . __ <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>80,000.00</u>	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) To complete the project entitled "Incorporating Climate Resiliency into the Montague Comprehensive Plan" as outlined in Attachment A and Attachment B.	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20__, a date <u>PRIOR</u> 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.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30</u> , 2024, 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.	
<b>CERTIFICATIONS:</b> 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.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>8/8/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Richard J. Kuklewicz</u> Print Title: <u>Chair Selectboard</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <u>8/24/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Bryan Hightower</u> Print Title: <u>Director of Capital/Trust</u>

**Scope of Services (Attachment A)**  
**FY23 EEA Municipal Vulnerability Preparedness Program – Action Grant**  
**Town of Montague**  
**July 2022**

**Contractor:**

Walter Ramsey  
One Avenue A  
Turners Falls, MA 01376  
4138633200  
planner@montague-ma.gov

**Project Title:**

*Incorporating Climate Resiliency into the Montague Comprehensive Plan*

**Summary:**

*The project will incorporate climate resiliency and robust public engagement into the Montague Comprehensive Plan. This will be accomplished by analyzing all available climate data and applying climate resiliency recommendations to each of the individual chapters covered in a Comprehensive Plan.*

**Scope:**

The tasks described in Attachment B to this contract will be performed under this contract according to the agreed upon schedule and budget. In addition, a monthly progress report is required and a short case study and a summary PowerPoint slide with project images (templates to be provided) will be included with final project deliverables.

**Funding Distribution:**

**Funding will be distributed by reimbursement upon completion of tasks outlined in Attachment B and submission of invoices.** Costs eligible for reimbursement include all approved project costs incurred between the contract execution date and either June 30, 2023 or June 30, 2024, depending on the end date in the contract. Any additions, deletions, or other changes to the scope must be approved by EEA prior to commencement of such activities. All grant funds must be spent according to the fiscal year breakdown below (before June 30, 2023 for FY23 funds and before June 30, 2024 for FY24 funds, if applicable). Please reference the RFR "ENV 23 MVP 02" for additional details on what is required for reimbursement and contact your MVP regional coordinator with any questions.

**FY23 - \$ 37,375**

**FY24 - \$ 42,625**

To receive grant funding, the applicant must have agreed to the fiscal requirements of the program by providing a statement from the authorized signatory of the organization acknowledging and accepting the following:

- The municipal entity commits to match 25% (or 10% if a Massachusetts economically disadvantaged rural community listed in Attachment N of the RFR) of total project cost using cash or in-kind contributions (or a combination of the two) and acknowledges that the funding under this grant will be provided on a reimbursement basis.
- All matching funds provided by the Applicant or direct project partners have been approved and/or appropriated (or are in the process of being approved).

**Additional details:**

- No payments will be made for Massachusetts sales tax.

- Work done prior to the project start date (the date issued and signed by the Commonwealth's Department Authorized Signatory) shall NOT be reimbursed. No funds will be granted for work performed after **June 30, 2023 for FY23 funds and June 30, 2024 for FY24 funds (if applicable)**.
- Requests for reimbursement are due before **July 31, 2023, for work completed by June 30, 2023 and July 31, 2024 for work completed by June 30, 2024 (if applicable)**.

As tasks are completed and deliverables are submitted to, reviewed and approved by EEA, the contractor must submit a package (template to be provided) containing the following items:

1. A signed letter (on city or town letterhead) from the contractor requesting reimbursement.
2. All relevant invoices, including those from subcontractors. Invoices must itemize costs consistent with the agreed upon scope of work. Invoices must demonstrate sufficient information for EEA to determine that the services were performed and/or products were received, and that the invoiced items meet all contractual performance requirements.
3. A detailed breakdown of the required match for the task. For in-kind services, include sufficient details to demonstrate the total amounts of match contributed, and as appropriate, a list of personnel, hours worked, hourly rates, etc.
4. A short case study and a summary PowerPoint slide with project images (due at the end of the project, templates to be provided).

**Reimbursement packages should be submitted as tasks are completed as part of the monthly progress report, and reflect work performed according to the schedule of deliverables included in the project budget.** Reimbursement is generally made within 45 days subsequent to approval of a reimbursement package. Reimbursement packages are due before July 31, 2023 for FY23 funds and before July 31, 2024 for FY24 funds, if applicable.

EEA will retain a minimum of ten percent (10%) of the total maximum obligation of funds until all contract provisions are satisfied and final reports and other products are delivered and accepted.

#### **Progress Reporting:**

To help EEA stay current on work being conducted over the course of the project, the Contractor will submit a brief monthly progress report (template to be provided), due by the 30<sup>th</sup> of the month, including:

- Significant activities that have occurred to show progress toward deliverables
- Whether a change in schedule or scope of work is anticipated
- Whether costs are anticipated to be overrun or underrun
- If additional assistance from EEA or partners is needed
- Invoices for work completed to date

The Applicant will be required to be in communication with their MVP Regional Coordinator (RC) throughout the course of the project and submit all reporting documentation through the RC.

#### **Changes in Scope, Schedule, or Budget:**

If a change in the schedule or scope is needed or if you expect an underrun or overrun of the budget, please inform your MVP RC as soon as possible so that we can work with you to take the necessary steps. If circumstances beyond your control make an extension or new split in funding between FY23 and FY24 necessary—please notify us no later than May 1st (so that we may discuss a potential amendment before the end of the fiscal year). These requests will be considered on a case by case basis and may not be approved. If the project will be completed under budget, please notify your MVP RC. Rescoping to use the remaining funds on new tasks is unlikely to be approved but may be considered on a case by case basis.



**COVID-19-Related Adjustments to Engagement Tasks:**

Due to the COVID-19 health emergency, the grantee may need to substitute some parts of the agreed upon scope (Attachment B) with comparable virtual or remote engagement strategies. Grantees should work with their MVP RC to approve any adjustments to the scope. Grantees should receive written approval from their MVP RC before commencing with any adjusted activities.

**Regulatory Compliance**

Grantee agrees to comply with all applicable state, federal, and local laws and ordinances. Such compliance is a condition of this grant.



## Montague Selectboard

1 Avenue A  
Turners Falls, MA 01376

(413) 863-3200 xt. 108

FAX: (413) 863-3231

May 2, 2022

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

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

Secretary Theoharides,

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

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

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

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

For the MONTAGUE SELECTBOARD,



Rich Kuklewicz

Chair, Montague Selectboard

Montague Incorporating Climate Resiliency into the Montague Comprehensive Plan FY21-FY24 RFP Action Grant Scope Budget Attachment B

Project Task Description	Deliverables	Approximate Start Date	Approximate End Date	Total Grant	In-Kind Match	Cash Match	Total Match	Total Project Cost
<b>Tasks to be Completed by June 30, 2023</b>								
<b>Task 1: Project Kickoff, Management, and Reporting</b>								
Sub-task 1.1 Kick-off meeting with Town, EPA, and Consultant	Meeting notes, sign-in sheet	10/1/2022	11/1/2022	\$ 700.00	\$ 1,000.00		\$ 1,000.00	\$1,700.00
Sub-task 1.2 Monthly progress reports FY23 (template provided)	Monthly progress reports submitted by the 30th of each month of the grant period to your MVP Regional Coordinator	10/1/2022	6/30/2023		\$ 1,000.00		\$ 1,000.00	\$1,000.00
Sub-task 1.4 Contracting with Planning Consultant	executed contract with qualified consultant for this phase of work	10/1/2022	11/1/2022		\$ 500.00		\$ 500.00	\$500.00
Sub-task 1.5 Consultant Project Coordination and Administration and direct costs	Meeting agenda and materials, invoices, and content for monthly progress reports	10/1/2022	6/30/2023	\$ 3,100.00				
<b>Total Task 1 Cost</b>				<b>\$ 3,800.00</b>	<b>\$ 2,500.00</b>	<b>\$ -</b>	<b>\$ 2,500.00</b>	<b>\$6,300.00</b>
<b>Task 2: Public Involvement and Community Engagement in FY23</b>								
Sub-task 2.1 3 to 5 meetings of the Comprehensive Plan Steering Group	Meeting notes, sign-in sheet	10/1/2022	6/30/2023	\$ 3,187.50	\$ 500.00	\$ 2,000.00	\$ 2,500.00	\$5,687.50
Sub-task 2.2 3 to 5 meetings of subcommittees to work on specific topics	Meeting notes, sign-in sheet	10/1/2022	6/30/2023	\$ 630.25	\$ 500.00	\$ 2,000.00	\$ 2,500.00	\$3,630.25
<b>Total Task 2 Cost</b>				<b>\$ 3,817.75</b>	<b>\$ 1,000.00</b>	<b>\$ 4,000.00</b>	<b>\$ 5,000.00</b>	<b>\$11,627.75</b>
<b>Task 3: Prepare a Sustainability and Climate Resiliency Chapter of the Comp Plan</b>								
Sub-task 3.1 Compile and analyze climate change data, including from Resilient MA	Memo to document analysis of climate data available from Resilient MA, municipal energy use from Green Communities program and the identification of potential land use regulations that support and increase energy efficiency, manage stormwater runoff, preserve landscape features such as floodplains, agricultural soils, open space, wildlife habitat and forests that provide sustainability and climate resiliency benefits such as improved public health, local food production, carbon sequestration and flood mitigation.	11/1/2022	5/31/2023	\$ 3,140.00				\$3,140.00
Sub-task 3.2 Review and incorporate findings from 2020 Hazard Mitigation Plan and 2016 MVP plan	Memo that discusses findings and recommendations from HMP and MVP plans and relevancy to Master Plan	11/1/2022	5/31/2023	\$ 2,070.00				\$2,070.00
Sub-task 3.3 Identify policies + green infrastructure projects to manage stormwater, preserve natural features, carbon sequestration and flood mitigation	Memo describing potential green infrastructure policies and projects	11/1/2022	5/31/2023	\$ 2,070.00				\$2,070.00
Sub-task 3.4 Establish priorities and prepare specific recommendations and implementation strategies	Summary memo of recommendations and implementation strategies	11/1/2022	5/31/2023	\$ 1,070.00	\$ 1,000.00		\$ 1,000.00	\$2,070.00
Sub-task 3.5 Incorporate Public Input, prepare Chapter	Draft Chapter, Final Draft Chapter	1/1/2023	5/31/2023	\$ 1,000.00				\$1,000.00
<b>Total Task 3 Cost</b>				<b>\$ 8,350.00</b>	<b>\$ 1,000.00</b>	<b>\$ -</b>	<b>\$ 1,000.00</b>	<b>\$10,350.00</b>
<b>Task 4: Prepare a Housing Chapter of the Comp Plan</b>								
Sub-task 4.1 Compile and analyze housing data	Memo to document housing data and prepare an inventory, GIS maps and data analysis for the housing chapter. Incorporate previous housing work and recommendations from Montague's Housing Plan	11/1/2022	5/31/2023	\$ 2,375.00				\$2,375.00
Sub-task 4.2 Incorporate information about climate migration	Memo to document information about climate change migration, remote working and East-West Rail that may increase demand for housing in Montague and the region.	11/1/2022	5/31/2023	\$ 2,375.00				\$2,375.00
Sub-task 4.3 Establish priorities and prepare specific recommendations and implementation strategies	Memo discussing priorities and recommendations and implementation strategies for the Housing chapter including potential zoning changes needed.	11/1/2022	5/31/2023	\$ 1,375.00	\$ 1,000.00		\$ 1,000.00	\$2,375.00
Sub-task 4.4 Incorporate public input, Draft Chapter	Draft Chapter, Final Draft Chapter	1/1/2023	5/31/2023	\$ 2,375.00				\$2,375.00

<b>Total Task 4 Cost</b>					\$ 8,500.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$9,500.00
<b>Task 5: Prepare a Transportation Chapter of the Comp Plan (FY23)</b>									
Sub-task 5.1 Compile an inventory, GIS maps and analysis of transportation infrastructure addressing parking, pedestrian/bicycle access and safety, traffic concerns in Village centers, and public transit needs.	Memo summarizing the inventory, GIS map and analysis for transportation infrastructure addressing parking, pedestrian/bicycle access and safety, traffic concerns in Village centers, and public transit needs.	11/1/2022	5/31/2023		\$ 2,375.00				\$2,375.00
Sub-task 5.2 Identify key climate resiliency actions to protect and improve infrastructure and manage stormwater	Memo summarizing identified priorities for Improving stormwater management and the incorporation of the 2016 MVP Plan and the 2020 Hazard Mitigation Plan.	11/1/2022	5/31/2023		\$ 2,375.00				\$2,375.00
Sub-task 5.3 Establish priorities and prepare specific recommendations and implementation strategies	Summary memo of recommendations and implementation strategies	11/1/2022	5/31/2023		\$ 1,375.00	\$ 1,000.00		\$ 1,000.00	\$2,375.00
Sub-task 5.4 Incorporate public input. Prepare Chapter	Draft Chapter, Final Chapter	11/1/2022	5/31/2023		\$ 2,375.00				\$2,375.00
<b>Total Task 5 Cost</b>					\$ 8,500.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$9,500.00
<b>Task 6: Prepare a Community Facilities and Services Chapter of the Comp Plan</b>									
Sub-task 6.1 Begin to compile and analyze data	GIS map for community facilities and services addressing drinking water supplies, wastewater treatment, public safety, schools, and other community and recreation facilities.	3/1/2023	8/30/2023		\$ 850.00				\$850.00
<b>Total Task 6 Cost</b>					\$ 850.00				\$850.00
<b>TOTAL PROJECT COST FY23</b>					\$ 37,375.00	\$ 6,500.00	\$ 4,000.00	\$ 10,500.00	\$ 47,875.00

<b>Tasks to be Completed by June 30, 2024</b>									
<b>Task 7: Project Management and Reporting in FY24</b>									
Sub-task 7.1 Monthly progress reports FY24	Monthly progress reports submitted by the 30th of each month of the grant period to your MVP Regional Coordinator	7/1/2023	6/30/2024		\$ 1,000.00			\$ 1,000.00	\$1,000.00
Sub-task 7.2 Project Case Study (required at end of project, template provided)	Final Case Study Report, PowerPoint slide, project photos		6/30/2024		\$500			\$ 500.00	\$600.00
Sub-task 7.3 Consultant Project Coordination and Administration and direct costs	Meeting agenda and materials, invoices, and contact for monthly progress reports	7/1/2023	6/30/2024		\$ 3,100.00	\$ 1,600.00		\$ 1,500.00	\$4,600.00
<b>Total Task 7 Cost</b>					\$ 3,100.00	\$ 1,600.00	\$ -	\$ 1,500.00	\$4,600.00
<b>Task 8: Public Involvement and Community Engagement in FY24</b>									
Sub-task 8.1 4 to 5 meetings of the Comprehensive Plan Steering Group	meeting notes, sign-in	7/1/2023	6/30/2024		\$ 3,187.50	\$ 600.00	\$ 2,100.00	\$ 2,700.00	\$5,987.50
Sub-task 8.2 4 to 6 meetings of subcommittees to work on specific topics	meeting notes, sign in	7/1/2023	6/30/2024		\$ 3,187.50	\$ 600.00	\$ 2,100.00	\$ 2,700.00	\$5,987.50
Sub-task 8.3 Targeted Workshops with youth, seniors, and new ethnicans	meeting notes, sign in	7/1/2023	6/30/2024		\$ 1,500.00	\$ 2,400.00		\$ 3,900.00	\$3,900.00
Sub-task 8.4 Community Workshop	meeting notes, sign in, meeting flyer	9/1/2023	6/30/2024		\$ 1,000.00	\$ 2,600.00		\$ 3,600.00	
<b>Total Task 8 Cost</b>					\$ 8,375.00	\$ 3,700.00	\$ 8,100.00	\$ 12,800.00	\$19,175.00
<b>Task 9: Prepare a Community Facilities and Services Chapter of the Comp Plan (FY24)</b>									
Sub-task 9.1 Continue to compile and analyze data	Memo summarizing the inventory, GIS map and analysis for community facilities and services addressing drinking water supplies, wastewater treatment, public safety, schools, and other community and recreation facilities. Incorporate findings from the engineering study of water and sewer infrastructure recently completed by Tighe & Bond In April 2022 including water supply and wastewater treatment facility recommendations and estimated costs.	11/1/2022	2/1/2024		\$ 3,000.00				\$3,000.00
Sub-task 9.2 Identify and prioritize capital improvements needed to increase the resiliency of the Town to climate change	Memo that identifies and prioritizes capital improvements needed to increase the resiliency of the Town to climate change	2/1/2023	4/15/2023		\$ 3,000.00				\$3,000.00
Sub-task 9.3 Establish priorities and prepare specific recommendations and implementation strategies	Memo describing priorities, recommendations and implementation strategies	3/1/2023	4/15/2023		\$ 2,000.00				\$2,000.00
Sub-task 9.4 Incorporate public input. Prepare Chapter	Draft Chapter, Final Draft Chapter	4/1/2023	4/15/2023		\$ 500.00	\$ 1,000.00		\$ 1,000.00	\$1,500.00
<b>Total Task 9 Cost</b>					\$ 8,500.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$9,500.00
<b>Task 10: Prepare an Economic Development Chapter of the Comp Plan</b>									
Sub-task 10.1 Compile data and make an economic analysis	Memo summarizing the data collection, GIS map and analysis.	10/1/2023	2/28/2024		\$ 3,000.00				\$3,000.00
Sub-task 10.2 Identify focus industries affected by climate change. Ensure EJ goals align with climate resiliency goals	Memo summarizing anticipated climate vulnerable sites and industries.	10/1/2023	2/28/2024		\$ 3,000.00				\$3,000.00
Sub-task 10.3 Establish priorities and prepare specific recommendations and implementation strategies	Summary memo of recommendations and implementation strategies with incorporated findings of the Tamara Falls Rapid Recovery Plan and MEDIC Economic Development Plan. Potential locations for development and redevelopment will be identified	10/1/2023	3/31/2024		\$ 2,000.00	\$ 1,000.00		\$ 1,000.00	\$3,000.00

Sub-task 10.4 Incorporate public input. Prepare Chapter	Draft Chapter, Final Chapter	10/1/2023	3/31/2024	\$ 500.00				\$500.00
<b>Total Task 10 Cost</b>				\$ 8,500.00	\$ 1,000.00	\$	\$ 1,000.00	\$9,500.00
<b>Task 11: Prepare a Land Use and Zoning Chapter of the Comp Plan</b>								
Sub-task 11.1 Prepare an inventory, GIS maps, and analysis for land use and zoning	Memo summarizing the inventory, GIS map and analysis	12/1/2023	4/1/2024	2,550.00				\$2,550.00
Sub-task 11.2 Identify potential growth areas and priority areas for protection	Map and GIS map identifying potential growth areas and priority areas for protection	12/1/2023	4/1/2024	2,500.00				\$2,500.00
Sub-task 11.3 Reconcile conflicts, establish priorities and prepare specific recommendations and implementation strategies	Summary memo of recommendations and implementation strategies, including zoning and subdivision bylaws recommendations. These will be reconciled with other chapters and public input.	12/1/2023	5/1/2024	2,300.00	\$ 1,000.00		\$ 1,000.00	\$3,300.00
Sub-task 11.4 Incorporate public input. Prepare Draft Chapter	Draft Chapter, Final Chapter	12/1/2023	6/31/2024	2,000.00				\$2,000.00
<b>Total Task 11 Cost</b>				\$ 9,350.00	\$ 1,000.00	\$	\$ 1,000.00	\$10,350.00
<b>Task 12: Complete Comp Plan</b>								
Sub-task 12.1 Prepare an executive summary and implementation Chapter	Draft Executive Summary and Implementation Chapter	12/1/2023	6/1/2024	4,000.00	\$ 500.00		\$ 500.00	\$4,500.00
Sub-task 12.2 Incorporate public input from community sessions to finalize the plan	Final Draft of Plan	12/1/2023	6/1/2024	2,800.00	\$ 500.00		\$ 500.00	\$3,300.00
<b>Total Task 12 Cost</b>				\$ 6,800.00	\$ 1,000.00	\$	\$ 1,000.00	\$7,800.00
<b>TOTAL PROJECT COST FY24</b>				\$ 42,425.00	\$ 8,200.00	\$ 9,100.00	\$ 18,300.00	\$ 68,025.00
<b>TOTAL PROJECT COST OVERALL</b>				\$ 80,000.00	\$ 16,700.00	\$ 13,100.00	\$ 28,800.00	\$ 138,600.00

Match 26.47%



# Board of Selectmen Town of Montague

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

## REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Misty Jacques

Address of applicant: # 59 13th Street

Phone # of applicant: (413) 416-5000

Name of organization: The Pumpkin Patch

Name of legally responsible person: Misty Jacques

Location of assembly: G St - I St, 10-13th, First Light Property

Date of assembly: 10/31/22

Time of assembly: Begin: 4pm End: 9pm

Number of expected participants: 200 - 400

If a procession/parade:

Route: \_\_\_\_\_

Number of people expected to participate: \_\_\_\_\_

Number of vehicles expected to participate: \_\_\_\_\_

Subject of demonstration: Trick or Treat Village + Live Music

FAF

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

\*\*\*\*\*Signatures:

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

Board of Selectmen, Chairman: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_



Board of Selectmen  
Town of Montague

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

APPLICATION TO PLACE SIGN, OBJECT, OTHER DISPLAY or EXHIBITION/VIGIL ON  
PUBLIC PROPERTY

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 7 days prior to the request date.

Name of applicant: Misty Jacques  
Organization: Bliss  
Contact Name: Misty Jacques  
Contact Phone: (413) 418-5000 e-mail: Be Bliss Eternal@gmail.com  
Contact Address: # 7 13<sup>th</sup> Street, Turners Falls MA 01376  
Name of legally responsible person: Misty Jacques  
Location: Bridges onto Patch, on Ave. A, Bridge to Turners  
Content of sign, type of object, display: General Info for Pumpkin Patch

Description of sign, object, display (content, size and materials): Yard signs, flyers  
Banners No larger than 3ft x 8ft  
Start Date: Now  
End Date: 11/1/22

\*Sign/object needs to specify who it is being sponsored by. There is a 21 day maximum.

\*\*\*\*\*

Signatures:

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

Board of Selectmen, Chairman: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_



# Board of Selectmen Town of Montague

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## REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: JOHN T MURPHY

Address of applicant: 22 "D" STREET

Phone # of applicant: 1-413-863-3183

Name of organization: Soldiers Memorial Committee

Name of legally responsible person: JOHN T MURPHY

Location of assembly: Aubachon Parking Lot

Date of assembly: 10-31-22

Time of assembly: Begin: 5pm End: About 7pm

Number of expected participants: 75-100

If a procession/parade:

Route: Aubachon Parking Lot - Down Ave A to the Great Falls Discovery Center Parking Lot

Number of people expected to participate: 75-100

Number of vehicles expected to participate: 2 - Fire Truck & Police Escort

Subject of demonstration: Rag Shag Parade

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

\*\*\*\*\*Signatures:

Police Chief: [Signature] Date: 10-12-22

Comments/Conditions: \_\_\_\_\_

Board of Selectmen, Chairman: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

John