



City Council AGENDA

Monday, July 7, 2025 - 6:30 PM

Regular Meeting
Agawam Senior Center
954 Main Street
Agawam, MA 01001

A. Approval of Minutes

- 1) Minutes dated June 16, 2025

B. Agenda Items

- 1) **TR-2025-53** - A Resolution accepting a grant in the amount of One Hundred And Eighty Thousand **(\$180,000.00)** Dollars from Eversource Energy Service Company to the City of Agawam pursuant to Massachusetts General Laws Chapter 44, §53A (Sponsored Mayor Johnson)
- 2) **TR-2025-54** - A Resolution accepting a grant in the amount of Fifteen Thousand **(\$15,000.00)** Dollars from Massachusetts Department of Resources to the Town of Agawam pursuant to Massachusetts General Laws Chapter 44, Section 53A (Sponsored by Mayor Johnson)
- 3) **TR-2025-55** - A Resolution authorizing the Adoption of Orders of Taking for the Westfield River Sewer Interceptor Relocation Project under the authority of Massachusetts General Laws Chapter 40 §14 and Chapter 79 for the purpose of relocating the Westfield River Sewer Interceptor (Sponsored by Mayor Johnson)

C. Any other business that may legally come before the Committee

D. Adjournment

**A RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF ONE
HUNDRED EIGHTY THOUSAND (\$180,000.00) DOLLARS FROM
EVERSOURCE ENERGY SERVICE COMPANY
TO THE TOWN OF AGAWAM PURSUANT TO
MASSACHUSETTS GENERAL LAWS CHAPTER 44, SECTION 53A**

(Sponsored by Christopher C. Johnson, Mayor)

WHEREAS, the Eversource Energy Service Company offered a Municipal Energy Manager (MEM) Grant to help municipalities hire a dedicated resource to manage their energy use, become more energy efficient, and reduce greenhouse gas emissions from facilities, with a particular focus on K-12 school buildings; and

WHEREAS, the MEM Grant supplements the cost of a consultant or employee identified to serve as the Municipal Energy Manager and provides incentives and rebates for energy management initiatives and projects; and

WHEREAS, the Town of Agawam applied for and was awarded the Municipal Energy Manager (MEM) grant; and

WHEREAS, the grant is funded from Eversource in the amount of Sixty Thousand (\$60,000) Dollars per year for a three (3) year period toward a part-time Municipal Energy Manager role working as an external contractor; and

WHEREAS, the MEM will assist the Town to implement activities that will reduce school energy loads, work to decarbonize its building portfolio, improve indoor air quality and provide clean energy educational opportunities; and

WHEREAS, it is in the best interests of the Town of Agawam to accept the Municipal Energy Manager (MEM) grant from the Eversource Energy Service Company; and

NOW THEREFORE, the Agawam City Council hereby resolves pursuant to Massachusetts General Laws Chapter 44, §53A to accept the Municipal Energy Manager (MEM) grant from the Eversource Energy Service Company in the amount of One Hundred Eighty Thousand (\$180,000.00) Dollars.

DATED THIS ____ DAY OF _____, 2025.

PER ORDER OF THE AGAWAM CITY COUNCIL

Rosemary Sandlin, President

APPROVED AS TO FORM AND LEGALITY

Christopher S. Cappucci, Solicitor

EVERSOURCE

Municipal Energy Manager Funding Memorandum of Understanding (“MOU”)

This Memorandum of Understanding (MOU or Agreement) by and between Eversource Energy Service Company (Eversource), and the Town of Agawam (each referred to herein as a Party and collectively as the Parties).

I. Purpose

- A. The purpose of this MOU is to memorialize the understanding of the Parties with the goal of improving the energy efficiency, energy equity, and sustainability of all Eversource served municipal and school buildings within the Town. Further, this MOU sets forth the understandings of the Parties as they relate to the Parties’ mutual desire to realize an energy and sustainability vision over the three-year term of January 1, 2025 – December 31, 2027 (the Term). Additionally, this MOU supports the Parties’ ongoing commitment to energy efficiency and greenhouse gas (GHG) emissions reductions, in investment in resources and infrastructure improvements, especially those which will help K-12 schools become healthier, more productive learning environments, and to strive to lead by example to achieve a vibrant, cost-effective, clean energy future.

II. Project

A. Collaborative Initiative

1. Through participation in the Mass Save School Decarbonization offer, the Town aims to improve the environmental sustainability of its K-12 schools by implementing activities that will reduce school energy loads, work to decarbonize its building portfolio, improve indoor air quality and provide clean energy educational opportunities.
2. Eversource endeavors to advance Massachusetts’ climate objectives and is committed to working with the communities we serve to achieve a clean, equitable, affordable energy future.
3. This MOU establishes a special offering of integrated financial assistance from Eversource to support a Municipal Energy Manager role for the Town, combined with additional technical and financial support by Eversource to the Town-owned portfolio of existing facilities, with a focus on K-12 schools. These resources in combination are intended to increase energy efficiency in the Town’s building stock, improve comfort in buildings, and reduce adverse environmental impacts.
4. The Parties recognize that Mass Save Energy Efficiency programs provide tools, resources, and expertise that align with and support many Town and School District goals.
5. The Parties recognize that the Town has undertaken a competitive procurement for Energy Management Services as authorized under G.L. c. 25A section 11i, and intends to pursue an Energy Management Services Program. Consistent with the statute, the Town has engaged a professional Energy Services Company to undertake a comprehensive detailed Investment Grade Energy Audit leading to significant investment in energy efficiency and management, electrification and renewable energy solutions under an Energy Management Plan.

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- a. The Town agrees that they will not use the funds from the Municipal Energy Manager grant for this effort and the Town will collaborate with Eversource to leverage the technical support offered through the Mass Save program.
6. The Parties recognize that the energy landscape will continue to evolve over the course of the Term of this MOU and commit to working together to implement available programs and opportunities as they arise. The Parties have identified priority activities (table below) to be carried out by the Municipal Energy Manager consultant; however, priorities will be reassessed annually or as needed by Eversource in collaboration with the Town.

III. Municipal Energy Manager Deliverables

A. Deliverables – Municipal Energy Manager consultant

A. Recognizing the value of a Municipal Energy Manager who can contribute significant savings to taxpayers in the form of energy bill savings for the Town through energy saving and sustainability projects, Agawam commits to hiring a consultant to provide Municipal Energy Manager support services by August 15, 2025.

B. Eversource commits to provide financial support for Town to hire a Municipal Energy Manager consultant in the following amount for the corresponding timeline:

2025: \$60,000

2026: \$60,000

2027: \$60,000

1. The Year One, Year Two, and Year Three deliverables outlined below describe the minimum activities a Municipal Energy Manager consultant must complete. In addition to these minimum deliverables, Priority and Additional Goals for the Municipal Energy Manager consultant for implementation over the three-year grant period are listed in the below table. Town of Agawam may leverage their Municipal Energy Manager consultant in other energy management, energy efficiency, renewable energy, or emission reduction initiatives as time permits, but should prioritize Mass Save eligible projects and those projects that enable Mass Save eligible projects in accordance with the minimum deliverables and Priority Goals. Other municipal staff, including the Municipal Energy Manager's supervisor, will be expected to attend several workshops and sessions, organized by the Municipal Energy Manager consultant throughout the Term. These sessions will focus on findings of the Municipal Energy Manager consultant's work as well as outlining action items. Other existing staff may also need to support the Municipal Energy Manager consultant in meeting grant deliverables.

Priority Goals	
Priority Goal Area	Municipal Energy Manager Objectives
Municipal Buildings	Implement in the first year a Portfolio Prioritization Plan and annually two Comprehensive Building Assessments with financial and technical support from Eversource, with a focus on school buildings.

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	Lead by Example: With a focus on school buildings, implement municipal energy efficiency and electrification decarbonization measures with incentive support from Eversource, including enhanced incentives for K-12 school buildings, Eversource Deep Energy Retrofit Program, DOER Green Communities, Massachusetts Clean Energy Center, Massachusetts School Building Authority, and other sources. Create a process to engage new construction and major renovations for municipal buildings as early as possible through collaborations with Planning Department and other stakeholders.
Additional Goals	
Additional Goal Area	Municipal Energy Manager Objectives
Decarbonization Educational and Professional Development	Coordinate with the Mass Save K-12 education program provider National Energy Education Development (NEED) program to convene at least one training for teachers and/or students to deliver clean energy education and curriculum development. Coordinate with municipal building, facilities, and maintenance staff to encourage participation by at least one staff member in no-cost Building Operator Certification and/or building codes training.

2. As part of their roles and responsibilities, while this MOU is in force, the Municipal Energy Manager consultant will be required to complete the following deliverables:
 - a. Year One Deliverables
 - i. Facilitate an Energy Management Assessment to evaluate the current state of energy management practices and policies in the municipality.
 - ii. Prepare a Year One Work Plan that provides an overview of all Year One deliverables and a timeline of all Year One activities.
 - iii. Through use of the MassEnergyInsight tool offered by the MA Department of Energy Resources, develop or refresh an Energy Management Plan, covering three or more years, for all in- scope municipal facilities, including:
 1. Results of the Energy Management Assessment including the action plan and organizational engagement plan.
 2. An internal assessment of energy performance and associated GHG emissions of all municipal buildings.
 3. Assigned GHG reduction targets for the in-scope municipal building portfolio.
 - iv. Identify, prioritize, and recommend specific opportunities to improve energy efficiency, electrify HVAC and other building systems, and pursue GHG reductions in the municipal building portfolio, prioritizing school buildings, working closely with building managers and utilizing the Municipal Energy Manager consultant's criteria for meaningful impact (size of emission reductions, cost savings, turnaround, ease of implementation, etc.), leveraging support from utility vendors and Mass Save Comprehensive Building Assessments.
 - v. Create a comprehensive list of incentive funding available to support the identified opportunities.

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- vi. Initiate a GHG emission inventory of municipal buildings and municipal fleet, as required under the Green Communities designation program.
 - vii. Present the Energy Management Plan and Work Plan to municipal staff and administration.
 - viii. Establish a regular check in meeting time at least quarterly with Eversource to leverage support for Work Plan activities.
 - ix. Complete all tasks to ensure that the municipality is a Department of Energy Resources (DOER) Green Community in good standing, or for communities that have not yet applied, consider completing the application to become a designated Green Community in conversation with municipal leaders and other stakeholders.
 - x. Solicit support from Eversource for them to complete no-cost technical assistance for, at minimum, the highest energy-consuming municipal school building (or school building with the most energy efficiency potential). Work with Eversource and their approved vendors on a timeline to assess the remaining school buildings and other municipal buildings and select school buildings that are priorities for electrification and decarbonization-readiness.
 - xi. Track key performance indicators (KPIs) on an ongoing basis and use them to complete quarterly progress reports and identification of additional energy-related work beyond Municipal Energy Manager consultant's deliverables to be submitted to Eversource.
 - 1. KPIs should include, but are not limited to:
 - a. Number of energy efficiency and electrification projects implemented in municipal buildings.
 - b. Energy savings resulting from said projects.
 - c. Grants applied for and grant dollars won to support energy saving and GHG reduction activities.
 - 2. The third quarter progress report shall include a Year Two Work Plan that includes, at a minimum: an overview of all Year Two required deliverables, a timeline of all Year Two activities, and potential GHG reducing projects.
 - xii. Present an overview of Year One achievements and deliverables to municipal and elected officials that includes details on Year One progress including the Work Plan, the Energy Management Plan, case studies on the GHG reducing projects, and any other related initiatives. Send presentation slides to Eversource.
 - xiii. Facilitate an Energy Management Assessment update to evaluate the changes and status of energy management practices and policies over Year One.
- b. Year Two Deliverables
- i. Expand upon and finalize the Year Two Work Plan submitted in the Year One third quarter progress report.
 - ii. Continue following the Year One Energy Management Plan deliverables for all municipal facilities, with a focus on school buildings, and refresh as needed to reflect the following:

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1. Updated results of the Energy Management Assessment to evaluate the changes and status of energy management practices over Year One.
 2. Updated results of all Comprehensive Building Assessments and municipal building audits.
 3. Updated municipal building portfolio energy performance via energy benchmarking with up-to-date energy consumption information.
 4. Revised GHG reduction targets for the entire municipal building portfolio, if required.
 5. Additional identification of specific opportunities to realize measurable and meaningful improvements in energy efficiency as recommendations to building managers, if any.
 6. An updated list of the best opportunities for pursuing GHG reductions in the municipal building portfolio, with a focus on school buildings.
 7. An updated list of incentive funding available to municipalities that will support the identified opportunities.
- iii. Present the Energy Management Plan and Work Plan to municipal staff and elected officials and share with Eversource.
 - iv. Complete GHG emission-reducing activities based on the Energy Management Plan scope, including **at least one** project on a school building and one project on a school or municipal building (2 total) that qualify for Mass Save incentives.
 - v. Track key performance indicators (KPIs) on an ongoing basis and use them to complete quarterly progress reports on deliverable progress, updates to the Work Plan and Energy Management Plan, and identification of additional energy-related work beyond Municipal Energy Manager consultant deliverables to be submitted to Eversource.
 1. KPIs should include, but are not limited to:
 - a. Number of energy efficiency and electrification projects implemented in municipal buildings.
 - b. Energy savings resulting from said projects.
 - c. Grants applied for and grant dollars won to support energy saving and GHG reduction activities.
 2. The third quarter progress report shall include a Year Three Work Plan that includes, at a minimum: an overview of all Year Three required deliverables, a timeline of all Year Three activities, and potential GHG reducing projects.
 - vi. Present an overview of Year Two deliverables to municipal staff and elected officials that includes details on Year Two progress including the Work Plan, the Energy Management Plan, case studies on the GHG reducing projects, and any other related initiatives. Share materials with Eversource.
 - vii. Participate in the Energy Management Assessment update with Eversource to evaluate the changes and status of energy management practices and policies over Year Two.
- c. Year Three Deliverables
 - i. Expand upon and finalize the Year Three Work Plan submitted in the Year Two third quarter progress report.

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- ii. Continue the deliverables as listed in Year Two.
- iii. Complete the community-wide GHG emission inventory begun in Year One.
- iv. Complete GHG emission-reducing activities based on the Energy Management Plan scope, including **at least two projects on school buildings and one project on a school or municipal building (3 total) that qualify for Mass Save incentives.**
- v. Track key performance indicators (KPIs) on an ongoing basis and use them to complete quarterly progress reports on deliverable progress, updates to the Work Plan and Energy Management Plan, and identification of additional energy-related work beyond Municipal Energy Manager deliverables to be submitted to National Grid and Eversource. KPIs should include, but are not limited to:
 - 1. Number of energy efficiency and electrification projects implemented in municipal buildings.
 - 2. Energy savings resulting from said projects.
 - 3. Grants applied for and grant dollars won to support energy saving and GHG reduction activities.
- vi. Submit a final report (in October 2027) that summarizes all projects, energy saved, grants applied to, continued energy management recommendations, financial sustainability plan to support continued Municipal Energy Manager role, and municipal learning outcomes for 2025-2027.

All deliverables including the Energy Management Plan, Work Plans, presentation slides, and other materials must be sent to Eversource for progress tracking purposes upon completion. Municipalities receiving Municipal Energy Manager funding are encouraged to apply for project funding from Mass Save, Eversource Deep Energy Retrofit Program, DOER Green Communities, Massachusetts Clean Energy Center (MassCEC), Massachusetts School Building Authority (MSBA) and other organizations to offset the cost of identified projects.

IV. Administration and Governance

A. Eligible and Ineligible Expenses

Town understands that the following uses pertain to the funding provided through the Municipal Energy Manager grant.

Eligible Expenses	Ineligible Expenses
Direct salaries, wages, or independent contractor fees paid by the municipality to the Municipal Energy Manager for time worked only on those activities of the Municipal Energy Manager that contribute to statewide decarbonization goals pursuant to G.L. c. 21N, § 3B, such as municipal energy savings and GHG reductions, and in accordance with the municipality's pay scales as regular salary excluding overtime pay and bonuses.	Direct salaries, wages, or independent contractor fees paid by the municipality to the Municipal Energy Manager for time worked on any activities related to municipal aggregation or any other activities that do not contribute to statewide decarbonization goals pursuant to G.L. c. 21N, § 3B. To the extent a municipality employs an energy manager to work on matters beyond energy efficiency and decarbonization related matters, such as municipal aggregation programs, that individual's salary must be

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• Benefits such as sick days, short- or long-term disability, health, medical, and life insurance, pension plans, or any other fringe benefits for Municipal Energy Manager employees hired. • Travel expenses to in-person trainings and site visits.	allocated between each funding source in proportion to the time devoted to each pursuit and documented accordingly. • Spending on incentives, programs, or support for new fossil fuel equipment, except for emergency facilities, hospitals, or other exceptions specified by G.L. c. 25, § 21(b)(2)(xi). • Benefits such as sick days, short- or long-term disability, health, medical, and life insurance, pension plans, or any other fringe benefits for municipal energy manager contractors. • In-kind contribution of services. • Day-to-day office supplies and equipment (e.g., telephone, computer). • Salaries of staff participating in related activities (except for the Municipal Energy Manager role). • Expenditures related to regular business activities such as computing equipment. • Overtime pay. • Bonuses/performance pay. • Costs related to ongoing or other business activities and not specifically required for energy savings/GHG reduction activities. • Training sessions or courses. • Overhead fees, charges, or multipliers. • Membership fees or dues. • Any other expense deemed by Eversource to be ineligible.
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B. Energy Solutions Team

The Parties will establish an Energy Solutions Team to oversee implementation of the terms of this MOU. The team will meet quarterly, or as otherwise scheduled and agreed to by the Parties, to review progress and plan future activities. Members of this team should include at a minimum:

- Eversource Energy Efficiency Consultant
- Eversource Community Relations Specialist

To implement the terms of this MOU,

Eversource will:

- Provide a sample job description for a Municipal Energy Manager based on job descriptions provided by other municipalities in Massachusetts.
- Appoint Energy Efficiency Representatives from Eversource to serve as the point of contact for MOU commitments.

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- Connect Agawam with Mass Save technical assistance for school and municipal buildings.
- Provide an enhanced incentive for eligible school building upgrades.
- Share Mass Save and Eversource marketing materials, for distribution to municipal stakeholders.
- Assist with outreach, communication, education, and other activities to promote Agreement activities and engage existing and new customers (residents and businesses) in energy efficiency and related programs.
- Connect the Municipal Energy Manager with opportunities for professional development, training, and mentorship.
- Representatives from Eversource will introduce the Municipal Energy Manager to other staff members from their companies as needed.

Town will:

- Be responsible for defining the final role description, and establishing the financial compensation that it determines appropriate for the Municipal Energy Manager consultant.
- Hire a consultant to provide Municipal Energy Manager support services by August 15, 2025.
- In the event of staff turnover, commit to rehiring a new energy manager or consultant in a reasonable time frame, not to exceed an additional six (6) months.
- Endeavor to pursue a long-term financial plan for energy manager services as part of this Agreement such that the role will become a permanent role after the end of the Agreement period.
- Assign a Town representative to support the new energy manager consultant. The Town representative will serve as a primary point of contact for communication regarding Agreement activities during the Term.
- Participate in quarterly status meetings at times and places as agreed to by the Parties.
- Encourage collaboration between all appropriate designated Town departments and the Municipal Energy Manager consultant, such as schools, finance, legal, procurement, facilities, and public works.
- Via the Municipal Energy Manager consultant, create an annual impact report for each calendar year of this Agreement, starting in 2025, summarizing energy initiatives implemented.
- Via the Municipal Energy Manager consultant, starting in 2025, facilitate the implementation of at least one energy initiative annually to further energy savings in Town.
- Participate in professional development, training, and mentorship opportunities for Municipal Energy Managers that Eversource or other regional partners may offer.
- Support the development of customer case studies and highlights about the Town's experience in energy efficiency and electrification activities and programs.

C. Incentive Disbursement

Eversource agrees to provide financial support for Town to hire a Municipal Energy Manager consultant in the following amount for the corresponding timeline, with the total support not to exceed \$180,000.

Eversource will pay the Municipal Energy Manager financial incentive to the Town in accordance with the following schedule (note that references to "quarters" are in accordance with the calendar year, not the municipal fiscal year):

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Date	Milestone	Payment from Eversource
2025 (estimated June)	• Execution of funding agreement between municipality or partnership and National Grid and Eversource, including annual financial incentive. • Confirmed start date for the new Municipal Energy Manager consultant. • Invoice to Eversource for 75% of Year One financial incentive.	75% of Year One salary
October 2025	• Energy Manager's first quarterly report submitted. • Invoice to Eversource for final 25% of Year One financial incentive.	25% of Year One salary
January 2026	• Submission of end of year report that includes: ○ A high-level Year Two Work Plan including the continuation of the Energy Management Plan, ○ An overview, timeline, and plan to achieve Year Two deliverables, ○ Examples of potential GHG reducing projects, ○ And other planned activities. • Invoice to Eversource for 75% of Year Two financial incentive.	75% of Year Two salary
October 2026	• Verification that the Municipal Energy Manager consultant submitted their first quarter report in April 2026 and second quarter report in July 2026. • Energy Manager's third quarter report submitted. • Invoice to Eversource for final 25% of Year One financial incentive.	25% of Year Two salary
January 2027	• Submission of end of year report that includes: ○ A high-level Year Three Work Plan including the continuation of the Energy Management Plan; ○ An overview, timeline, and plan to achieve Year Three deliverables; ○ Examples of potential GHG reducing projects; and ○ Other planned activities. • Invoice to Eversource for 75% of Year Three financial incentive.	75% of Year Three salary
October 2027	• Verification that the Municipal Energy Manager consultant submitted their first quarter report in April 2027 and second quarter report in July 2027. • Submit a final report that summarizes for 2025-2027 all projects, energy saved, grants applied to, continued energy management recommendations, financial sustainability plan to support continued Municipal Energy Manager role, and municipal learning outcomes. • Invoice to Eversource for final 25% of Year Three financial incentive.	25% of Year Three salary

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Agawam must inform Eversource of the planned start date for the Municipal Energy Manager consultant.

Eversource reserves the right to deny Year Two funding if the quality and comprehensiveness of Year One deliverables are not to the satisfaction of Eversource. The Year One final report must detail any Year One deliverables that were not met and provide a detailed rationale as to why.

During Year Two and/or Year Three participation, the municipality reserves the right to provide their Municipal Energy Manager a merit, cost of living, or performance-based raise, but funding from Eversource will not change from the rate approved in the municipality's Municipal Energy Manager application.

Eversource must be immediately notified of any scope deviation from the Municipal Energy Manager Application or Funding Agreement, and an amendment must be duly executed to capture the scope change.

If actual costs expended by the Town come in under the above budgeted amount listed above for a given year during the Term, such under budget amount may be carried over and available for the subsequent year, not to exceed the Maximum Support amount in total over the Term. If the Municipal Energy Manager consultant leaves during the Term, further payment will be withheld until the new Municipal Energy Manager or consultant's initial hiring.

All funds allocated from Eversource for salary and benefits, or eligible fees for the Municipal Energy Manager position or consultant must be invoiced to Eversource by the Town by December 31, 2027.

V. Invoicing

The Town shall coordinate with the energy solutions team to provide the necessary information to proceed with payment. Required documents and information include (but are not limited to) a W-9 (demonstrating that the municipality is tax-exempt), mailing address, and made payable to. Eversource will use this information to set up an Authorization for Payment (AFP) with the Town to issue payment.

Invoices shall be submitted on a twice annual basis as outlined in the "Incentive Disbursement" section starting on the Effective Date of this Agreement and upon receipt of the first invoice. Invoices shall be on municipal letterhead and include the following:

- Invoice Number
- Prepared By
- Date
- Project: Municipal Energy Manager Grant
- Total amount
- Summary of intended activities to be funded
- Information on Payment Remittance

SUPPORT TEAM:

EVERSOURCE support team:

Jennifer Amatore

Jennifer.Amatore@eversource.com

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Energy Efficiency Consultant

Jessica Reardon

Jessica.Reardon@eversource.com

Supervisor, Municipal Energy Efficiency

Town of Agawam support team:

FIRST LAST

Title

email

phone

VI. Term and Termination

This MOU shall be effective from the Effective Date until December 31, 2027.

Eversource may either: (i) adopt modifications to the terms outlined herein, or (ii) terminate this Agreement during the Term if, in their sole discretion, determine that the Town is not demonstrating a good faith effort to fulfill the responsibilities outlined above.

Either Party may terminate this MOU for any reason or no reason upon thirty (30) days prior written notice.

The Parties agree that if Eversource terminates this MOU, any and all approved energy efficiency projects with an official, signed offer letter under this grant will be honored under the pay structure of this MOU.

VII. Limitation of Liability

To the fullest extent allowed by law, Eversource's aggregate liability, regardless of the number or size of the claims, shall be limited to paying approved incentives in accordance with this MOU, and Eversource, and their affiliates and their respective contractors, officers, directors, members, employees, agents, and representatives shall not be liable to the Town or any third party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the programs described in this MOU, the Town waives and releases Eversource, and their affiliates from all obligations (other than payment of an incentive), and from any liability or claim associated with such programs as described in this MOU.

With the exception of Excluded Claims (below), in no event shall any Party be liable to another Party for any incidental, consequential, special, contingent, multiple, or punitive damages in connection with the Agreement, including, without limitation, loss of profits, attorney's fees, or litigation costs for any actions undertaken in connection with or related to the MOU, including without limitation damage claims based on causes of action for breach of contract, tort (including negligence), or any other theory of recovery.

Notwithstanding anything to the contrary in this Section, the foregoing limitation of liability under the Agreement does not limit the liability either party's liability in the case of: (i) injuries to persons,

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including death caused by negligence; (ii) willful misconduct; (iii) fraud; (iv) gross negligence; (v) third party indemnity claims; or (vi) anything that cannot be limited as a matter of law (Excluded Claims).

VIII. General Provisions

- A. **No Joint Venture**. By execution of this MOU, the Parties are not creating any joint venture, agency, partnership, or fiduciary obligations between them. Rather, the Parties are independent contractors and neither Party has any power to bind the other Party for any purpose.
- B. **Amendments**. This MOU may only be amended or modified by a written agreement signed by both Parties.
- C. **Legal Effect**. The Parties further acknowledge that neither this MOU, nor its acceptance, constitutes a legally binding or enforceable agreement of either Commonwealth of Massachusetts, or Eversource. Except for Sections VII and VIII, this MOU is not binding.
- D. **No Publicity**. The Parties further agree that no Party will, without the prior written consent of all the Parties hereto, make any official public statement, media announcement or any publicity of this MOU or any matters described or contemplated herein.
- E. **Notices**. Any notice, request, or other communication required or permitted to be given under this MOU must be in writing and will be sent by one of the following means: electronic mail, hand delivery, or courier to the other Party at the addresses set forth below:

Agawam:

[36 Main Street]
[Agawam, MA 01001]

Attn: Jennifer Bonfiglio
Phone: (413)726-9742
Email: jbonfiglio@agawam.ma.us

Eversource:

Eversource Energy d/b/a Eversource
247 Station Drive
Westwood, MA 02090
Attn: Kyle Svendsen
Phone: 781-441-8723
Email: Kyle.Svendsen@Eversource.com

Any such notice, request, or other communication shall be deemed to have been duly given or made and to have become effective at the time of receipt thereof if received during normal business hours in the place of receipt, or otherwise at the opening of business on the business day in the place of receipt, immediately following the day of receipt. Notices given hereunder by

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electronic mail or facsimile will be deemed to have been effectively given the day indicated on the confirmation accompanying the electronic submission or facsimile. Any Party may, by written notice to another Party, change the address to which notices, requests or other communications to such Party are to be delivered.

- F. Counterparts. This MOU may be executed in any number of counterparts with the same effect as if each Party had signed the same document. All counterparts shall be construed together and constitute one and the same instrument. This MOU may be executed by delivery of facsimile or electronic signatures.
- G. Third Party Beneficiaries. Nothing in this MOU is intended or shall be construed to confer any rights or remedies on any Person other than the Parties and their respective successors and permitted assigns.
- H. Assignment. This MOU shall insure to the benefit of and be binding upon the Parties' respective successors and permitted assigns. No Party shall assign any of its rights or obligations under this MOU to any Person without the prior written consent of the other non-assigning Parties, which consent may be withheld at the discretion of a non-assigning Party; *provided*, each Party may, subject to giving prior notice to the other Parties, assign this MOU to one of its affiliates, *provided, further, however*, that such permitted assignment shall not release such assigning Party from its obligations hereunder.
- I. No Waiver. Failure by a Party to exercise, or any delay on the part of a Party in exercising, any right, remedy, power, or privilege under this MOU shall not operate as a waiver of any such right, remedy, power, or privilege. No single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise of the same or of any other right, remedy, power or privilege.
- J. Headings. The headings of the Sections of this MOU are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this MOU.
- K. Governing Law. This MOU shall be governed by, construed, and enforced in accordance with, the laws of The Commonwealth of Massachusetts without regard to any conflicts of laws rule that would apply the laws of another jurisdiction.
- L. Entire Agreement. This MOU constitutes the entire Agreement between the Parties hereto with respect to the subject matter herein and supersede and cancel any prior agreements, representations, warranties, or communications, whether oral or written, between the Parties relating to the Possible Transaction.

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IN WITNESS WHEREOF, this MOU has been executed by duly authorized representatives of the Parties as of the Effective Date.

Signatures

TOWN of Agawam



Signature

Name: Christopher C. Johnson

Title: Mayor

Date: 6.5.25

Eversource Energy Service Company

Signature

Name: Nelson Medeiros

Title: Director, Energy Efficiency

Date:

A RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF FIFTEEN THOUSAND (\$15,000.00) DOLLARS FROM THE MASSACHUSETTS DEPARTMENT OF ENERGY RESOURCES TO THE TOWN OF AGAWAM PURSUANT TO MASSACHUSETTS GENERAL LAWS CHAPTER 44, SECTION 53A

(Sponsored by Christopher C. Johnson, Mayor)

WHEREAS, the Massachusetts Department of Energy Resources (DOER) Green Communities Division provides grants to assist municipalities in reducing energy use and costs by implementing clean energy projects in municipal buildings, facilities and schools; and

WHEREAS, the Municipal Energy Technical Assistance (META) grant provides funding for independent third parties to aid municipalities, regional school districts and water/wastewater districts in the study, negotiation, development and/or management of clean energy projects; and

WHEREAS, the City of Agawam applied for and was awarded the Municipal Energy Technical Assistance (META) grant; and

WHEREAS, the grant is in the amount of Fifteen Thousand (\$15,000.00) Dollars toward the cost of Owner's Agent services for an energy savings performance contract; and

WHEREAS, the Owner's Agent will assist the Town in the implementation of activities identified through an energy savings performance contract; and

WHEREAS, it is in the best interests of the Town of Agawam to accept said grant from the Massachusetts Department of Energy Resources (DOER) Green Communities Division; and

NOW THEREFORE, the Agawam City Council hereby resolves pursuant to Massachusetts General Laws Chapter 44, §53A to accept Municipal Energy Technical Assistance (META) grant from the Massachusetts Department of Energy Resources (DOER) Green Communities Division in the amount of Fifteen Thousand (\$15,000.00) Dollars.

DATED THIS ____ DAY OF _____, 2025.

PER ORDER OF THE AGAWAM CITY COUNCIL

Rosemary Sandlin, President

APPROVED AS TO FORM AND LEGALITY

Christopher S. Cappucci, Solicitor

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MUNICIPAL ENERGY TECHNICAL ASSISTANCE GRANT
PROGRAM

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COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



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

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name Town of Agawam		d/b/a Agawam	Department Department of Energy Resources		MMARS Code DOER-ENE
Legal Address As entered on Form W-9 or Form W-4 36 Main St., Agawam, MA 01001			Contract Manager Name Mark Rabinsky		Business Mailing Address 100 Cambridge St, 9th Floor, Boston, MA 02114
Contract Manager Name Brian Pagella			Billing Address If Different		
Phone 413-821-0506	Email bpagella@agawam.ma.us	Fax	Phone 617-626-7300	Email mark.rabinsky@mass.gov	Fax
Vendor Code VC			MMARS Doc ID(s)		
Vendor Code Address ID AD e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number PON-ENE-2025-019		
NEW CONTRACT			CONTRACT AMENDMENT		
Procurement or Exception Type (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated department.) ☐ Collective Purchase (Attach OSD approval, scope, and budget.) ☒ Department Procurement - Includes all Grants §15 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) ☐ Emergency Contract (Attach justification for emergency, scope, and budget.) ☐ Contract Employee (Attach Employee Status Form, scope, and budget.) ☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment Amendment Amount Or Enter "No Change" Amendment Type (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope, or Budget (Attach updated scope and budget.) ☐ Interim Contract with Current Contractor (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/budget.)		
TERMS AND CONDITIONS:					
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions for Human and Social Services ☐ Commonwealth IT Terms and Conditions					
COMPENSATION (Check ONE option):					
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under §15 CMR 9.00. ☐ Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$15,000					
PROMPT PAYMENT DISCOUNTS (PPD)					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy.					
Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD. If PPD percentages are left blank, identify reason: ☐ Statutory/legal ☐ Ready Payments (M.G.L. c. 29, §23A) ☒ Agree to standard 45-day cycle ☐ Only initial payment					
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT					
Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. The purpose of this contract is to provide grant funding to procure an Owner's agent for an Energy Savings Performance Contract.					
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN					
Does the Supplier Diversity Program apply? ☒ YES If YES, the Contractor's annual SDP commitment for this Contract is ☐ NO If NO, and the department is an Executive Department, enter the appropriate exemption: Awards, grants, and subsidies					
ANTICIPATED START DATE (Complete ONE option only.)					
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of , 20 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.					
CONTRACT END DATE					
Contract performance shall terminate as of September 30 , 20 26 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.					
CERTIFICATIONS					
Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.					
AUTHORIZING SIGNATURE FOR THE CONTRACTOR Signature and date must be captured at time of signature.			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH Signature and date must be captured at time of signature.		
Signature <i>Christopher C. Johnson</i>		Date 06.05.25	Signature		Date
Print Name Christopher C. Johnson		Print Title Mayor	Print Name Bryan Klepacki		Print Title Chief Financial Officer



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

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

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

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

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through : Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

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

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

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

NEW CONTRACTS (Left Side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details. **Statewide Contract (OSD or an OSD-designated Department):** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

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

Department Procurement: Check this option for a Department contract procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master

the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

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

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

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

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

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

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

Department Contract Manager

Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

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

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

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply.

Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

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

Enter Current Contract End Date: Enter the termination date of the Current

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



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

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

Contracts or if there is no change.

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

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

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

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

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

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

PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under M.G.L. c. 29, § 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated

payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments (M.G.L. c. 29, § 23A), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021- 23") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to M.G.L. c. 4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to M.G.L. c. 4, § 9.

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must sign and enter the date the Contract is signed. See section above

under "Anticipated Contract Start Date." 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 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. See the **Commonwealth's policy on electronic or digital signatures.**

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.
Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.
Qualifications. The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.
Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

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

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

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and M.G.L. c. 11, § 12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any

breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 CMR 32.00.

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

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

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

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

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

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, M.G.L. c. 62C, § 49A, reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under M.G.L. c. 62F, withholding and remitting child support including M.G.L. c. 119A, § 12, TIR 05-11, New Independent Contractor Provisions and applicable TIRs.
Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of

any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules. Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under M.G.L. c. 214, § 3B.

For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, or access to Department systems containing such information or data. Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology,

Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of

this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the Commonwealth's Terms and Conditions, the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); M.G.L. c. 149, § 27G (moving office furniture and fixtures); M.G.L. c. 149, § 27H (cleaning state office buildings or buildings leased by the state); M.G.L. c. 6C, § 44 (MassDOT relocation of utilities or utility facility); M.G.L. c. 7, § 22 (contracts for meat products and clothing and apparel); M.G.L. c. 71, § 7A (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations (M.G.L. c. 151 and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); M.G.L. c. 151A (unemployment insurance and contributions); M.G.L. c. 152 (workers compensation and insurance); M.G.L. c. 150A (Labor Relations); M.G.L. c. 153 (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C. § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); M.G.L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act); M.G.L. c. 149, § 105D; M.G.L. c. 151C; M.G.L. c. 272, §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.

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. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Department is utilizing the Commonwealth IT Terms and Conditions. The term

"other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

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

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

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

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

EXECUTIVE ORDERS

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

Executive Order 481, Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

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

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

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

Executive Orders 523, 526 and 565, Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.), **Executive Order 526** (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), **Executive Order 565** (Reaffirming and Expanding the Massachusetts Supplier Diversity 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. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

II. Background

1. The Department of Energy Resources (DOER) issued the Municipal Energy Technical Assistance grant application PON-ENE-2025-019 (PON) as set forth in Attachment A.
2. Recipient (Grantee) submitted a response to the PON on or before the due date, as set forth in Attachment B.
3. The DOER has selected the Grantee to receive the Municipal Energy Technical Assistance (META) Grant funds for the project described in Grantee's response to the PON. Due to the competitive nature of this grant program, the use of these funds is restricted to specifically approved projects.
4. The DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (the Scope of Grant award).
5. The Grantee agrees to complete the project described in the scope of grant award (collectively referred to as "the Project").
6. This agreement (Agreement) incorporates and makes part hereof certain attachments and forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon attachments and forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

- I. THE COMMONWEALTH STANDARD CONTRACT FORM
- II. BACKGROUND
- III. ATTACHMENT A: PON-ENE-2025-019
- IV. ATTACHMENT B: GRANTEE RESPONSE
- V. ATTACHMENT C: SCOPE OF GRANT AWARD
- VI. ATTACHMENT D: BUDGET
- VII. COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS
 1. COMMONWEALTH TERMS AND CONDITIONS
 2. GRANTEE AUTHORIZED SIGNATORY LISTING
 3. W-9 FORM
 4. EFT

III. ATTACHMENT A – DOER PON-ENE-2024-005 (ENCLOSED)

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IV. ATTACHMENT B – GRANTEE RESPONSE (ENCLOSED)

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V. ATTACHMENT C – SCOPE OF GRANT AWARD

COMMONWEALTH OF MASSACHUSETTS SCOPE OF GRANT AWARD AGREEMENT

**By and Between
Massachusetts Department of Energy Resources (DOER)
and
City of Agawam**

SCOPE OF GRANT AWARD

Overview

This Contract is for the Municipal Energy Technical Assistance Grant Program to provide grant monies to municipalities to pay for a consultant (Consultant) to perform the duties of an Owner's Agent for the City of Agawam with respect to an Energy Savings Performance Contract.

Program Schedule

The Grantee shall contact the DOER promptly if the Grantee cannot complete work prior to the end of the grant period, which shall be September 30, 2026.

Disbursement of Funds

- All disbursements must be submitted during the fiscal year in which they occurred
- Disbursements shall be made per receipt by the DOER of the following:
 - 1) A signed copy of the contract between the Grantee and the Consultant.
 - 2) Consultant invoices provided to the Grantee detailing the Consultant's services, tasks completed and charges for services provided.
 - 3) A REQUEST FOR PAYMENT FORM along with the Consultant invoices to the DOER.
- Final payment shall be contingent upon receipt by the DOER of a one to two-page summary (Final Report) of all work provided by Consultant and the progress of the project for which the Consultant is providing services for, as further provided below.

Grantee Warrant to Keep Facility Open

For projects involving services or construction at facility(s) owned by or under the control of the Grantee, the Grantee hereby warrants and certifies that there are no present plans to close or sell the facility(s) for which the grants funds are designated for, and that said facility(s) will not be closed within the next five (5) years of contract Effective Date.

Administrative Costs

No administrative costs are allowed for municipal Grantees.

Publicity

The Grantee will coordinate with the DOER on all publicity regarding this project.

Reporting and Other Required Documentation

- A. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- B. **Final Report:** The Final Report shall reference and detail the work completed as outlined in Attachment B, Grantee Response along with the final invoice and the Request for Payment Form. The Final Report shall be submitted electronically to Mark Rabinsky mark.rabinsky@mass.gov.
- C. **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract, both the Commonwealth and the Grantee retain the right to make further use of the deliverables.

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ATTACHMENT B - BUDGET

Check one: X Initial Budget
 Budget/Account Amendment.
 Maximum Obligation of Contract before this Amendment: \$ _____.

PRIOR MMARS DOCUMENT ID: _____ (for reference - if applicable)

CURRENT DOC ID: _____

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Seller/Child Account	Object Class	Description	Initial Contract Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal Contract Funds	New Amount After Amendment
2025	7006-7056	PP	META Grants	\$ 14,998				
2026	7006-7056	PP	META Grants	\$ 1.00				
2027	7006-7056	PP	META Grants	\$ 1.00				
			TOTAL:	\$15,000.00				

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA		
FISCAL YEAR: <u> 2025 </u>	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 14,998.00
FISCAL YEAR: <u> 2026 </u>	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR: <u> 2027 </u>	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR: _____	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$
TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT (or New Total Maximum Obligation if amended)		\$ 15,000.00

Additional Budget Specifications:

**VI. THE COMMONWEALTH OF MASSACHUSETTS
STANDARD CONTRACT ATTACHMENTS (ENCLOSED)**

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT FORM

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**A RESOLUTION AUTHORIZING THE ADOPTION OF ORDERS OF TAKING FOR
THE WESTFIELD RIVER SEWER INTERCEPTOR RELOCATION PROJECT
UNDER THE AUTHORITY OF MASSACHUSETTS GENERAL LAWS CHAPTER 40
§14 AND CHAPTER 79 FOR THE PURPOSE OF RELOCATING THE WESTFIELD
RIVER SEWER INTERCEPTOR**

(Sponsored by Christopher C. Johnson, Mayor)

WHEREAS, this Resolution authorizes the taking of interests in land necessary to allow for the construction, maintenance and relocation of the Westfield River Sewer Interceptor; and

WHEREAS, it is necessary to take, by eminent domain, certain real estate not owned by the Town of Agawam in both fee and easement (see Exhibits 1 and 2 for a more detailed description) pursuant to Massachusetts General Laws Chapter 40 §14 and Chapter 79 in order to complete the relocation of the Westfield River Sewer Interceptor; and

WHEREAS, the interests in fee and easements being taken by the Town of Agawam for the relocation of the Westfield River Sewer Interceptor will result in damages being assessed to the owners of the parcels so taken in the total amount of One Hundred Thousand (\$100,000.00) Dollars; and

WHEREAS, the Agawam City Council has appropriated funds for said takings pursuant to TR-2022-24 and the City has received a congressional earmark for the project; and

WHEREAS, the temporary and permanent easements are shown on a plan entitled “Easement Plan Main Street Plan of Land In Agawam, MA Prepared For: Tighe & Bond; Dated May 30, 2025” prepared by Sherman & Frydryk, Land Surveying, Engineering & Scientists. Said plan shall be recorded in the Hampden County Registry of Deeds; and

WHEREAS, the temporary and permanent easements are further described in Exhibits 1 and 2 which are attached hereto and incorporated herein by reference; and

WHEREAS, it is in the best interests of the City of Agawam to complete the Westfield River Sewer Interceptor Relocation Project; and

NOW THEREFORE, the Agawam City Council under the authority vested in it by Massachusetts General Laws Chapter 79 and Chapter 40 §14 hereby resolves as follows:

- (a) That the City of Agawam adopt Orders of Taking by eminent domain pursuant to Massachusetts General Laws Chapter 79 and Chapter 40 §14 of the temporary and permanent easements described in Exhibits 1 and 2 which are attached hereto and incorporated herein by reference for the Westfield River Sewer Interceptor Relocation together with all structures affixed thereto and all trees thereon, as well as, with the benefit of all rights therein both legal and equitable, including but not limited to all estates, privileges and appurtenances, restrictions, conditions and all estates and rights of reverter related thereto. Betterments shall not be assessed for said Orders of Taking.

- (b) Said Orders of Taking shall be for the municipal purpose of completing the Westfield River Sewer Interceptor Relocation Project.
- (c) The present owners of the parcels described in Exhibits 1 and 2 shall be entitled to damages in accordance with Massachusetts General Laws Chapter 79 in the amounts reflected in said Exhibits 1 and 2. The right to damages shall vest upon recording the Orders of Taking.
- (d) The Treasurer is authorized to pay the sums listed in Exhibits 1 and 2 to the present owners of the parcels therein described or their heirs, executors, administrators, successors or assigns as the case may be. The Treasurer shall pay the above sum from the monies appropriated by the Agawam City Council for the purposed expressed herein.
- (e) The City Clerk is hereby authorized to certify said Orders of Taking and cause them to be recorded in the Hampden County Registry of Deeds within thirty (30) days after adoption in accordance with Massachusetts General Laws Chapter 79.
- (f) The City Clerk shall upon recording said Orders of Taking in the Hampden County Registry of Deeds, in the name and on behalf of the Agawam City Council, give notice to every person, including every mortgagee of record, whose property has been taken or who is otherwise entitled to damages on account of said takings. Said notice shall be given in accordance with Massachusetts General Laws Chapter 79. The City Clerk shall also give all other notices required under Chapter 79 of Massachusetts General Laws.

Dated this _____ day of _____, 2025.

PER ORDER OF THE AGAWAM CITY COUNCIL

Rosemary Sandlin, President

APPROVED AS TO FORM AND LEGALITY

Christopher S. Cappucci, Solicitor

EXHIBIT 1

Property: 141 Main Street, Agawam, Massachusetts
Current Owner: NASIP LLC
Deed Reference: Hampden County Registry of Deeds Book 25057, Page 464

Exhibit 1 pertains to an area on property located at 141 Main Street, Agawam, Hampden County, Massachusetts which is more particularly described in a deed which is recorded in the Hampden County Registry of Deeds at Book 25057, Page 464.

- a. It is the intention to take a **temporary easement** on this property, designated as **Parcel "TE 1"** which is shown on the plan entitled "Easement Plan Main Street Plan of Land In Agawam, MA Prepared For: Tighe & Bond; Dated May 30, 2025" prepared by Sherman & Frydryk, Land Surveying, Engineering & Scientists. The temporary easement shall be in effect for a period of no more than five (5) years from the date of the recording of the Order of Taking.
- b. The temporary easement is further described as follows:

Temporary Easement Parcel "TE 1": A parcel of land shown as Parcel "TE 1" on the aforementioned plan which is comprised of a rectangular shaped parcel located to the southeast of Building #141 on said plan. Parcel "TE 1" contains 394 square feet of area or 0.009 acres, more or less.
- c. The value of **Parcel "TE 1"** is Zero (\$0.00) Dollars.

Please note that **Parcel "PE 1"** as shown on the aforementioned plan is a portion of a prior easement taken by the Town of Agawam which is recorded as aforesaid in Book 10294, Page 409 and which is shown on a set of plans recorded as aforesaid in Book of Plans 307, Pages 126-129.

EXHIBIT 2

Property: 175 Main Street, Agawam, Massachusetts
Current Owner: Carando Gourmet Frozen Foods Corp.
Deed Reference: Hampden County Land Registration Office
Certificate of Title No. 22847

Exhibit 2 pertains to an area on property located at 175 Main Street, Agawam, Hampden County, Massachusetts which is more particularly described in Certificate of Title No. 22847 which is recorded in the Hampden County Land Registration Office.

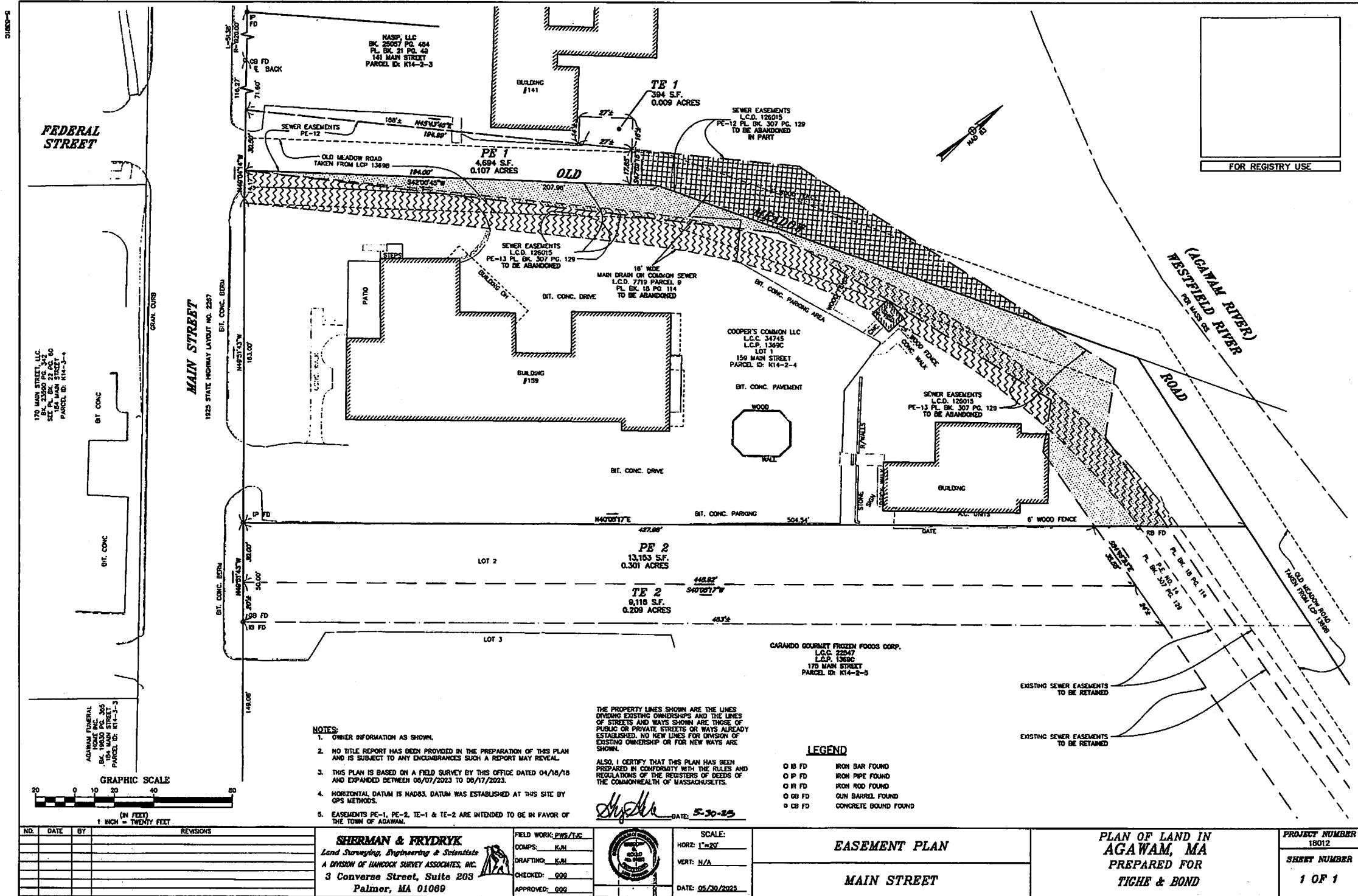
- a. It is the intention to take a **permanent easement** and a **temporary easement** on this property, designated as **Parcel "PE 2"** and **Parcel "TE 2"**, which are shown on the plan entitled "Easement Plan Main Street Plan of Land In Agawam, MA Prepared For: Tighe & Bond; Dated May 30, 2025" prepared by Sherman & Frydryk, Land Surveying, Engineering & Scientists. The temporary easement shall be in effect for a period of no more than five (5) years from the date of the recording of the Order of Taking.
- b. The permanent and temporary easements are further described as follows:
 - i. **Permanent Easement Parcel "PE 2"**: A parcel of land shown as Parcel "PE 2" on the aforementioned plan which is bounded and described as follows: Beginning at an iron pipe on the northerly line of Main Street and at the southeast corner of land of Cooper's Commons LLC and the southwest corner of land of Carando Gourmet Frozen Foods Corp., as shown on said plan, thence running: N. 40° 08' 17" E. four hundred twenty-seven and 98/100 (427.98) feet along said land of Cooper's Commons LLC to a point; thence turning and running S. 84° 46' 23" E. thirty-six and 58/100 (36.58') feet within land of said Carando Gourmet Frozen Foods Corp. to a point; thence turning and running S. 40° 08' 17" W. four hundred forty-eight and 92/100 (448.92) feet within last named land to a point on the northerly line of said Main Street; thence turning and running N. 49° 51' 43" W. thirty and 00/100 (30.00') feet along the northerly line of said Main Street to the point of beginning.

Parcel "PE 2" contains 13,153 square feet of area or 0.301 acres of land, more or less.

- ii. **Temporary Easement Parcel No. "TE 2"**: A parcel of land shown as Parcel "TE 2" on the aforementioned plan which is bounded and described as follows: Beginning at a point on the northerly line of Main Street and at the southeast corner of Parcel "PE 2" as shown on said plan, thence running N. 40° 08' 17" E. four hundred forty-eight and 92/100 (448.92) feet along said Parcel "PE 2" to a point; thence turning and running southeasterly approximately twenty-four (24) feet more or less within land of Carando Gourmet Frozen Foods Corp., as shown on said plan; thence turning and running southwesterly approximately four hundred sixty-three (463) feet more or less within last named land to a point on the northerly line of said Main Street; thence turning and running northwesterly approximately twenty (20) feet more or less along the northerly line of said Main Street to the point of beginning.

Parcel "TE 2" contains 9,116 square feet of area or 0.209 acres of land, more or less.

- c. The agreed upon value of Parcel "PE 2" and Parcel "TE 2" is One Hundred Thousand (\$100,000.00) Dollars.



- NOTES:**
- 1. OWNER INFORMATION AS SHOWN.
 - 2. NO TITLE REPORT HAS BEEN PROVIDED IN THE PREPARATION OF THIS PLAN AND IS SUBJECT TO ANY ENCUMBRANCES SUCH A REPORT MAY REVEAL.
 - 3. THIS PLAN IS BASED ON A FIELD SURVEY BY THIS OFFICE DATED 04/16/18 AND EXPANDED BETWEEN 06/07/2023 TO 06/17/2023.
 - 4. HORIZONTAL DATUM IS NAD83. DATUM WAS ESTABLISHED AT THIS SITE BY GPS METHODS.
 - 5. EASEMENTS PE-1, PE-2, TE-1 & TE-2 ARE INTENDED TO BE IN FAVOR OF THE TOWN OF AGAWAM.

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

ALSO, I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

[Signature] DATE: 5-30-25

- LEGEND**
- IS FD IRON BAR FOUND
 - P FD IRON PIPE FOUND
 - R FD IRON ROD FOUND
 - OS FD GUN BARREL FOUND
 - CS FD CONCRETE BOUND FOUND

NO.	DATE	BY	REVISIONS

SHERMAN & FRYDRYK
Land Surveying, Engineering & Scientists
A DIVISION OF HANCOCK SURVEY ASSOCIATES, INC.
3 Converse Street, Suite 203
Palmer, MA 01069

FIELD WORK: PWS/TJS
COMPS: KJM
DRAFTING: KJM
CHECKED: GGG
APPROVED: GGG



SCALE:
HORIZ: 1"=20'
VERT: N/A
DATE: 05/30/2025

EASEMENT PLAN

MAIN STREET

PLAN OF LAND IN AGAWAM, MA PREPARED FOR TIGHE & BOND

PROJECT NUMBER 18012
SHEET NUMBER 1 OF 1

18012-1200
P-1300C



Town of Agawam

Department Of Public Works

DPW
1000 Suffield Street
Agawam, MA 01001
Phone: 413-821-0600
Fax: 413-821-0631

MEMORANDUM

To: Agawam City Council
CC: Mayor Christopher Johnson, File
From: Michelle C. Chase, P.E. – Agawam Town Engineer
Date: June 12, 2025
Subject: Westfield River Interceptor Sewer Relocation Project – Agawam, MA

On behalf of the Agawam Department of Public Works, the Agawam Engineering Division, and our consultant Tighe & Bond, I am pleased to provide this summarized update on the Westfield River Interceptor Sewer Relocation Project.

The Agawam DPW and Engineering Division has identified a section of sewer that is vulnerable to slope failures along the southern bank of the Westfield River. A portion of the 24-inch sewer line which runs cross-country from 141 Main Street to Agawam's sewer pump station behind the HP Hood facility at 233 Main Street is particularly vulnerable. In the past, Agawam has worked with the Army Corps of Engineers to improve the stability of the slope behind 161 Main Street. However, in recent years, it has become apparent that additional measures must be put into place to protect this critical section of Agawam's sewer infrastructure.

The project calls for the relocation of this vulnerable section of the sewer main to now continue southeast down Main Street and then reconnect to the existing sewer main just east of 161 Main Street. A new easement will be established on 175 Main Street adjacent to the property line shared with 159/161 Main Street. In addition, temporary easements are needed on both 141 and 175 Main Street to construct the new sewer main and laterals. Since the vulnerable section of the existing sewer main will be decommissioned, several existing sewer easements on 141 and 159 Main Street will be abandoned.

The design of this project took additional time due to the complexity of the existing infrastructure and the consideration of the nearby businesses. In addition, a larger project that would have reconnected the sewer closer to the pump station was considered. However, it was decided that the benefits of that additional work did not justify the increased costs and impacts on abutters. Several other alternatives were also considered and we are confident that the current design will protect this important infrastructure for years to come while minimizing the impact on adjacent businesses.

If you have any questions or would like any additional information about the project, please do not hesitate to reach out to me.

Sincerely,

Michelle C. Chase

Michelle C. Chase, P.E.
Town Engineer