



## AGENDA

Monday, December 16, 2024 - 6:15 PM

Finance Committee Meeting  
Agawam Senior Center  
954 Main Street  
Agawam, MA 01001

Approval of minutes dated October 21, 2024

**TR-2024-65** - A Resolution accepting a Chapter 268 of the Acts of 2022 Economic Development Bill Earmark from the Department of Conservation & Recreation to the City of Agawam pursuant to Massachusetts General Laws Chapter 44, Section 53A (Sponsored by Mayor Johnson)

**TR-2024-66** - A Resolution accepting a Chapter 102 of the Acts of 2021 Earmark from the Department of Environmental Protection to the City of Agawam pursuant to Massachusetts General Laws Chapter 44, Section 53A (Sponsored by Mayor Johnson)

**TR-2024-68** - A Resolution to accept Massachusetts General Laws Chapter 64G, Section 3A to impose a Local Option Room Occupancy Excise in the City of Agawam (Sponsored by Councilor Mercadante)

**TR-2024-69** - A Resolution accepting an Earmark from the Executive Office of Economic Development to the City of Agawam pursuant to Massachusetts General Laws Chapter 44, Section 53A (Sponsored by Mayor Johnson)

**TR-2024-70** - A Resolution accepting an Earmark from the Executive Office of Elder Affairs to the City of Agawam pursuant to Massachusetts General Laws Chapter 44, Section 53A (Sponsored by Mayor Johnson)

# FINANCE SUB-COMMITTEE MINUTES

October 21, 2024

- Present:** Anthony Suffriti – Chair  
Dino Mercadante – Vice Chair  
Peter Smus  
Edward Borgatti
- Absent:** Robert Rossi
- Also Present:** Councilors Bitzas, Hendrickson, Russo, Sandlin, Smith and Valego, Mayor Johnson, and Auditor St. John
- Called to Order:** Meeting was called to order at 6:40pm by Chair Suffriti in the Agawam Senior Center

## AGENDA

### 1. **Approval of minutes dated October 7, 2024**

Motion to approve was made by Councilor Mercadante and seconded by Councilor Smus.

The vote was 4 Yes, 0 No, 1 Absent (Councilor Rossi) approving the minutes.

### 2. **TR-2024-59 - A Resolution accepting a grant in the amount of Six Thousand Five Hundred (\$6,500.00) Dollars from the Massachusetts Emergency Management Agency pursuant to Massachusetts General Laws Chapter 44, Section 53 (Sponsored by Mayor Johnson)**

There was a brief discussion on this item.

Motion to send a positive recommendation to the Full Council made by Councilor Mercadante and seconded by Councilor Borgatti. The vote was 4 Yes, 0 No, 1 Absent (Councilor Rossi)

### 3. **TR-2024-61 - A Resolution accepting a Municipal Road Safety Program grant from the Commonwealth of Massachusetts Executive Office of Public Safety and Security in the amount of Thirty Seven Thousand One Hundred Nine (\$37,109.00) Dollars for the Agawam Police Department (Sponsored by Mayor Johnson)**

There was a brief discussion on this item.

Motion to send a positive recommendation to the Full Council made by Councilor Smus and seconded by Councilor Mercadante. The vote was 4 Yes, 0 No, 1 Absent (Councilor Rossi)

### 4. **Any other business that may legally come before the Committee.**

None.

### 5. **Adjournment.**

Motion to adjourn made by Councilor Borgatti and seconded by Councilor Smus. The meeting was adjourned at 6:45pm.

Respectfully submitted,

Councilor Anthony Suffriti, Chair Finance Committee

**A RESOLUTION ACCEPTING A CHAPTER 268 OF THE ACTS OF 2022  
ECONOMIC DEVELOPMENT BILL EARMARK FROM THE DEPARTMENT  
OF CONSERVATION AND RECREATION TO THE CITY OF AGAWAM  
PURSUANT TO MASSACHUSETTS GENERAL LAWS  
CHAPTER 44, SECTION 53A**

**(Sponsored by Christopher C. Johnson, Mayor)**

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**WHEREAS**, Chapter 268 of the Acts of 2022 includes more than 600 earmarks for specific programs, projects or organizations funded from the Commonwealth's Coronavirus State Fiscal Recovery Fund (CSFRF) allocation; and

**WHEREAS**, the Department of Conservation and Recreation has provided further, that not less than \$18,500.00 shall be expended for youth sports improvements to Borgatti Park in the city known as the Town of Agawam; and

**WHEREAS**, the earmark has been used to purchase and construct a new 24 foot by 36 foot pavilion at Borgatti Park; and

**WHEREAS**, it is in the best interest of the City of Agawam to accept said earmark; and

**NOW THEREFORE BE IT RESOLVED**, that the Agawam City Council pursuant to Massachusetts General Laws c. 44 §53A hereby accepts an earmark in the amount of Eighteen Thousand Five Hundred (\$18,500.00) Dollars from the Commonwealth of Massachusetts Department of Conservation and Recreation for youth sports improvements to Borgatti Park.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**PER ORDER OF THE AGAWAM CITY COUNCIL**

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Rosemary Sandlin, President

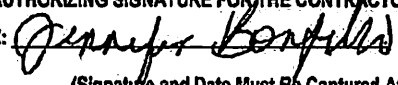
**APPROVED AS TO FORM AND LEGALITY**

  
\_\_\_\_\_  
Christopher S. Cappucci, Solicitor

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> (and d/b/a): Town of Agawam		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Conservation & Recreation MMARS Department Code: DCR	
Legal Address: (W-9, W-4): 36 Main Street Agawam, MA 01001		Business Mailing Address: 10 Park Plaza, Boston, MA 02116	
Contract Manager: Jennifer Bonfiglio	Phone: 413-726-9742	Billing Address (if different):	
E-Mail: <a href="mailto:jbouffiglio@agawam.ma.us">jbouffiglio@agawam.ma.us</a>	Fax: 413-786-9927	Contract Manager: Trelles Randall	Phone: 857-283-5340
Contractor Vendor Code: VC6000191692		E-Mail: <a href="mailto:trelles.randall@mass.gov">trelles.randall@mass.gov</a>	Fax:
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 5CTDCR8900AGAWARPA20	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20__. Enter Amendment Amount \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$18,500			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Provided further, that not less than \$18,500 shall be expended for youth sports improvements to Borgatti park in the city known as the town of Agawam.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2024</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>December 31, 2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X:  Date: <u>11/20/2024</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Jennifer Bonfiglio</u> Print Title: <u>Chief Procurement Officer</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	



# Town of Agawam

## Procurement Office

36 Main St, Agawam, Massachusetts 01001-1837

Tel. 413-726-9742/ Fax 413-786-9927

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### **Agawam Little League: \$18,500**

#### **Scope of Service**

With assistance from the Commonwealth in the amount of \$18,500 the Agawam Little League with support of the Town of Agawam will complete improvements to Borgatti Park. Borgatti Park is owned by the Town of Agawam and used by Agawam Little League. These funds will be dedicated to enhancing the amenities of this facility. The improvements include a new scoreboard, shed and dugouts and pavillion.

**A RESOLUTION ACCEPTING A CHAPTER 102 OF THE ACTS OF 2021  
EARMARK FROM THE DEPARTMENT OF ENVIRONMENTAL  
PROTECTION TO THE CITY OF AGAWAM PURSUANT TO  
MASSACHUSETTS GENERAL LAWS CHAPTER 44, SECTION 53A**

**(Sponsored by Christopher C. Johnson, Mayor)**

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**WHEREAS**, Chapter 102 of the Acts of 2021 includes earmarks for specific programs, projects or organizations funded from the Commonwealth's Coronavirus State Fiscal Recovery Fund (CSFRF) allocation; and

**WHEREAS**, the Department of Environmental Protection has provided further, that not less than \$100,000.00 shall be expended for water and sewer infrastructure improvements in the Town of Agawam; and

**WHEREAS**, the earmark shall be used to replace old water mains on Maple Street and Thalia Drive in the Town of Agawam; and

**WHEREAS**, it is in the best interest of the Town of Agawam to accept said earmark; and

**NOW THEREFORE BE IT RESOLVED**, that the Agawam City Council pursuant to Massachusetts General Laws c. 44 §53A accepts an earmark in the amount of One Hundred Thousand (\$100,000.00) Dollars from the Commonwealth of Massachusetts Department of Environmental Protection for water and sewer infrastructure improvements in the City of Agawam.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**PER ORDER OF THE AGAWAM CITY COUNCIL**

\_\_\_\_\_  
Rosemary Sandlin, President

**APPROVED AS TO FORM AND LEGALITY**

  
\_\_\_\_\_  
Christopher S. Cappucci, Solicitor

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> TOWN OF AGAWAM (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> ENVIRONMENTAL PROTECTION MMARS Department Code: EQE	
<b>Legal Address:</b> (W-9, W-4): 36 MAIN STREET, AGAWAM, MA 01001		<b>Business Mailing Address:</b> 100 CAMBRIDGE STREET, BOSTON, MA. 02114	
<b>Contract Manager:</b> JENNIFER BONFIGLIO	<b>Phone:</b> 413-726-9742	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> JBonfiglio@agawam.ma.us	<b>Fax:</b> N/A	<b>Contract Manager:</b> MALE.A.KAMYA	<b>Phone:</b> (857) 208-0202
<b>Contractor Vendor Code:</b> VC6000191692		<b>E-Mail:</b> MALE.A.KAMYA@MASS.GOV	<b>Fax:</b> N/A
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD_001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT EQE 1000 C102AGAWAM202100ARPA	
		<b>RF/Procurement or Other ID Number:</b> C102A2021LEGEK	
<b><u>X</u> NEW CONTRACT</b>		<b><u>    </u> CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____ Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ 100,000.00			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) provided further, that not less than \$100,000 shall be expended to the town of Agawam for water and sewer infrastructure improvements			
<b>ARPA UNIQUE I.D. #10020.10133.750</b>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 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. <input type="checkbox"/> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>JUNE 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor 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 unacceptible, 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u></u> Date: <u>10-28-24</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>CHRISTOPHER JOHNSON</u> Print Title: <u>MAYOR</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u></u> Date: <u>11/8/2024</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>BAWA WAVEZWA</u> Print Title: <u>DIRECTOR OF COMMISSIONER'S FISCAL</u>	

**ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS**

**INSTRUCTIONS:** In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.*

**Grant Description: ARPA UNIQUE ID : 10020.10133.750**

Line item 1599-2032 in Section 2A of Chapter 102 of the Acts of 2021 states, in part, “provided further, that not less than \$100,000.00 shall be expended by the Town of Agawam for water and sewer infrastructure improvements. In satisfaction of this provision the Department of Environmental Protection (“DEP”) hereby awards a grant of \$100,000.00 to the Town of Agawam.

**SCOPE :**

Replacing old water main on Maple Street and Thalia Drive. On Maple Street we are replacing approximately 500ft of old 4” A.C. water main with 12” ductile iron pipe. On Thalia Drive we are replacing approximately 1,100ft of old 6” A.C. water main with 8” ductile iron pipe.

**Grant Terms :** Payments from DEP to the Town of Agawam (“the Town”) shall be solely on a cost reimbursement basis for costs incurred between the official start date of the contract and June 30,2025. The Town shall submit all invoices for grant cost reimbursement on or before 08/01/2025. Such invoices must be accompanied by sufficient supporting documentation, including: contractor invoices and receipts; municipal receipts; canceled municipal checks or other appropriate evidence of payment. DEP does not guarantee reimbursement of any cost outside the approved scope of the grant.

<b>ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES</b> <small>(The Department and Contractor may complete this format or attach an approved alternative Budget format or Invoice.) Items identified below which are not part of the Contract should be left blank. Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry. Cost Category/Description</small>	<b>Unit Rate</b> <small>(per unit, hour, day)</small>	<b>Number of Units</b>	<b>Other Fees or Charges</b> <small>(specify)</small>	<b>TOTAL</b>
Town of Agawam/Water and Sewer infrastructure improvements	NA	NA	NA	\$100,000.00
SUBTOTAL (this page)				\$100,000.00

**MAXIMUM OBLIGATION**

**\$100,000.00**

Page  1  of  1  Budget pages Attachment B is subject to any restrictions or additional provisions outlined in Attachment A



**Commonwealth of Massachusetts  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

**Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company  
(must match Form W-9 tax classification)**

<b>Contractor Legal Name</b> Town of Agawam	<b>Contractor Vendor/Customer Code</b> (if available, not the Taxpayer Identification Number or Social Security Number) VC6000191692
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**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

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

There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (Ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Christopher C. Johnson		Mayor	413-786-0400	mayor@agawam.ma.us
Jennifer Bonfiglio		CPO	413-726-9742	procurement@agawam.ma.us

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

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

Please note you cannot self-certify your own signature as a single signer listed above.

Signature 	Date 10/28/2024
Print Name Christopher C. Johnson	Phone Number 413-786-0400
Title Mayor	Email Address mayor@agawam.ma.us

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

TR-2024-68

**A RESOLUTION TO ACCEPT MASSACHUSETTS  
GENERAL LAWS CHAPTER 64G, SECTION 3A  
TO IMPOSE A LOCAL OPTION ROOM OCCUPANCY  
EXCISE IN THE CITY OF AGAWAM**

(Sponsored by Dino Mercadante, Councilor)

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**WHEREAS**, there is a new hotel currently planned for construction on Main Street in Agawam; and

**WHEREAS**, the Commonwealth of Massachusetts permits cities and towns to impose a local excise on the rental of rooms in hotels, motels and lodging houses at a maximum rate of six (6%) percent; and

**WHEREAS**, it is in the best interests of the City of Agawam to accept Massachusetts General Laws Chapter 64G, Section 3A and impose a local excise on the rental of rooms in hotels, motels and lodging houses at the maximum rate of six (6%) percent; and

**NOW THEREFORE, BE IT RESOLVED** by the Agawam City Council that the City of Agawam hereby accepts Massachusetts General Laws Chapter 64G, Section 3A and imposes the local room occupancy excise under G.L. c. 64G, §3A at the rate of six (6.00%) percent.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

PER ORDER OF THE AGAWAM CITY COUNCIL

---

Rosemary Sandlin, President, Agawam City Council

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_  
Christopher S. Cappucci, Solicitor

**Adopting Local Option Excise on the transfer of room occupancy  
MGL Chapter 64G**

**How does a municipality adopt the local option excise on the transfer of room occupancy?**

Acceptance is by a majority vote of the municipal legislative body, subject to local charter.

To accept excise the following or similar language may be used:

VOTED: That the city/town of \_\_\_\_\_ impose the local room occupancy excise under G.L. c. 64G, § 3A at the rate of \_\_\_\_\_ percent.

The following or similar language may be used to amend the local rate:

VOTED: That the city/town of \_\_\_\_\_ amend its local room occupancy excise under G.L. c. 64G, § 3A at the rate of \_\_\_\_\_ percent.

**My community voted to accept the rooms occupancy excise. What's the next step?**

Within 48 hours of the acceptance the city or town clerk must notify DLS by submitting this form:

[Notification of Acceptance/Rescission – Room Occupancy](#). Email the notification of acceptance to [databank@dor.state.ma.us](mailto:databank@dor.state.ma.us).

**What is local option tax rate available?**

A municipality can choose to impose a rate up to 6% (6.5% in the city of Boston).

**Can the rate adopted be amended?**

Yes, a city or town adopting the rooms excise can choose to amend the adopted rate or even revoke it - but changes to the adopted rate can only happen once a year.

**How will the excise be collected from the establishment?**

Based on the effective date of the excise, DOR will collect the additional tax at the same time it collects the state tax on the room occupancy transfers.

**When will DOR start collecting the excise?**

The effective date is dependent on two things:

1. The wording of the article approved by the legislative body
2. The date DLS is notified of the adoption

Notification deadlines:

<b>FY Quarter</b>	<b>Quarter Start Date</b>	<b>Local Action Deadline</b>
Quarter 1	July 1 <sup>st</sup>	May 31 <sup>st</sup>
Quarter 2	October 1 <sup>st</sup>	August 31 <sup>st</sup>
Quarter 3	January 1 <sup>st</sup>	December 1 <sup>st</sup>
Quarter 4	April 1 <sup>st</sup>	March 1 <sup>st</sup>

For example, if a municipality votes on May 24<sup>th</sup> to adopt the local option excise effective July 1<sup>st</sup> the notification of acceptance must be received by DLS no later than May 31<sup>st</sup>. Delays in notifying DLS timely will change the effective date to the next quarter. Using this example, if DLS is notified on June 5<sup>th</sup>, the effective date will now be October 1<sup>st</sup>.

**Is the local excise limited to hotels/motels?**

No. Statutory changes to the room occupancy statute in 2019 expanded the definition of room occupancy transfers to include short-term rentals.

**Can I request a list of all establishments registered with DOR as tax type room occupancy?**

Yes. DLS can provide local officials with a list of registrations in their municipality. Email your request to [databank@dor.state.ma.us](mailto:databank@dor.state.ma.us).

**When will we receive the local option excise collected?**

DOR issues these payments quarterly. Quarterly payments are based on the taxes collected by DOR in the previous three months. For example, the September 30<sup>th</sup> local option excise distribution will be based on excise revenues received by DOR in June, July and August.

**Can we request the amount of tax collected by establishment?**

Unfortunately, we can't provide that detail due to DOR policy on taxpayer confidentiality. However, we can provide the revenue split between traditional lodging (hotel/motel) and short-term rentals. Email [databank@dor.state.ma.us](mailto:databank@dor.state.ma.us) to request a report showing the revenue split.

Additional guidance is available from these sources:

- [Bulletin 2009-15B Local Option Excise](#)
- [DLS FAQs Short Term Rentals – Room Occupancy Amendments](#)
- <https://www.mass.gov/info-details/room-occupancy-excise-tax> (Mass DOR)

TR-2024-69

**A RESOLUTION ACCEPTING AN EARMARK FROM THE EXECUTIVE  
OFFICE OF ECONOMIC DEVELOPMENT TO THE CITY OF AGAWAM  
PURSUANT TO MASSACHUSETTS GENERAL LAWS  
CHAPTER 44, SECTION 53A**

**(Sponsored by Christopher C. Johnson, Mayor)**

---

**WHEREAS**, the Fiscal Year 2025 State Budget includes earmarks for specific programs, projects or organizations; and

**WHEREAS**, the Executive Office of Economic Development has provided further, that not less than \$25,000.00 shall be expended for the Parks and Recreation Department in Agawam; and

**WHEREAS**, the earmark may be used for the support of youth sports programs in the Town of Agawam; and

**WHEREAS**, it is in the best interest of the Town of Agawam to accept said earmark; and

**NOW THEREFORE BE IT RESOLVED**, that the Agawam City Council pursuant to Massachusetts General Laws c. 44 §53A accepts an earmark in the amount of Twenty Five Thousand (\$25,000.00) Dollars from the Executive Office of Economic Development for the Parks and Recreation Department in the Town of Agawam.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**PER ORDER OF THE AGAWAM CITY COUNCIL**

\_\_\_\_\_  
Rosemary Sandlin, President


**APPROVED AS TO FORM AND LEGALITY**

  
\_\_\_\_\_  
Christopher S. Cappucci, Solicitor

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> Town of Agawam (and d/b/a): Town of Agawam Parks & Recreation Youth Sports		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Economic Development MMARS Department Code: EED	
<b>Legal Address: (W-9, W-4):</b> 36 Main St. Agawam MA 01001		<b>Business Mailing Address:</b> 1 Ashburton Pl. Room 2101, Boston, MA 02108	
<b>Contract Manager:</b>	<b>Phone:</b>	<b>Billing Address (if different):</b>	
<b>E-Mail:</b>	<b>Fax:</b>	<b>Contract Manager:</b> Kara Keefe	<b>Phons:</b> 857-289-2840
<b>Contractor Vendor Code:</b> VC6000191692		<b>E-Mail:</b> kara.keefe@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD (Note: The Address ID must be set up for EFT payments.)		<b>25EARMARKAGAWAMYOUTH</b>	
<b>X NEW CONTRACT</b>		<b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
<b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended) \$25,000			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Account #: 7008-1116 provided further, that not less than \$25,000 shall be expended for the parks and recreation department in Agawam for the support of youth sports programs			
<b>ANTICIPATED START DATE: (Complete ONE option only)</b> The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X:  Date: <u>11/23/24</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Jennifer Bonfiglio</u> Print Title: <u>CTO</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	



*Commonwealth of Massachusetts*  
**EXECUTIVE OFFICE OF ECONOMIC DEVELOPMENT**  
ONE ASHBURTON PLACE, ROOM 2101  
BOSTON, MA, 02108  
<https://www.mass.gov/eoed>

MAURA T. HEALEY  
GOVERNOR

TELEPHONE  
(617) 788-3610

KIMBERLEY DRISCOLL  
LIEUTENANT GOVERNOR

FACSIMILE  
(617) 788-3605

YVONNE HAO  
SECRETARY

**ATTACHMENT A**  
**Fiscal Year 2025 Earmarks**

The Executive Office of Economic Development (EOED) will be administering your Fiscal Year 2025 Earmark: Per the Fiscal Year 2025 Massachusetts State Budget.

**In order to initiate your contract**, complete the Earmark Scope and Budget along with the W9, EFT, and Authorized Signatory Listing forms and upload in Submittable. If requesting reimbursement for costs incurred prior to being under contract from July 29, 2024 through the day prior to signing the contract, you must provide copies of invoices and proofs of payment for those costs.

**Please be advised:**

- All funding under this contract must be spent by, and all deliverables must be executed, completed and delivered by **June 30, 2025**.
- Any unexpended funds from this contract must be refunded by June 30, 2025 in the form of a check made payable to the Commonwealth of Massachusetts.
- The last receipt is due to the earmark program manager by June 30, 2025.
- The maximum contract obligation will not exceed the amount published in the state budget line item.
- Funds provided under this contract may not be used for the purchase of alcoholic beverages.

**Reimbursement Schedule:**

- 50% of the earmark will be distributed upon receipt of the signed contract.
- A second allocation of the remaining 50% will be made upon receipt of the cost reimbursement invoice and final report.
- **The Cost Reimbursement Invoice and Final Report are due by June 30, 2025.**

**Cost Reimbursement Invoice and Final Report:**

In order to receive the second allotment of 50% of the earmark, you must submit a completed Cost Reimbursement Invoice (Attachment B) and Final Report to the earmark program manager. The Invoice should include receipts and proof of payment for all earmark expenditures. The Final Report should provide a brief summary of how the funds were expended and address all elements of the budget at the conclusion of the initiatives. The report shall include outcomes and any quantifiable details such as: job creation, jobs retained, economic impact, return on investment, number of businesses/visitors served or trained, and other relevant statistics. **The Cost Reimbursement Invoice and Final Report are due by June 30, 2025.**

**FISCAL YEAR 2025  
EARMARK SCOPE & BUDGET**

**Incomplete forms or lack of organization of documents submitted with the Attachment B will necessitate further review and may result in payment delays.**

**A. General Information**

Contractor/Organization Legal Name: Town of Agawam
d/b/a:
FEI/ Tax ID:046-001-065
Legal Address: 36 Main Street Agawam, MA 01001
Contract Manager: Jennifer Bonfiglio
E-Mail: <a href="mailto:jbonfiglio@agawam.ma.us">jbonfiglio@agawam.ma.us</a>
Phone: 413-726-9742

**B. Overview of Earmark Recipient**

Please provide a brief description of your organization.

Organization description.  Municipality
---

**C. Project Scope**

Please provide a description of the projects or programs covered by this earmark.

Description of project (word count: min 250 – max 500)  Purchase of press box and storage unit for Agawam Little League and associated work to install and demo existing dilapidated unit.
--

**FISCAL YEAR 2025  
EARMARK SCOPE & BUDGET**

**D. Budget**

**Please Note – EOED will only accept eligible costs that fall between the signature date on the contract through 6/30/25 unless otherwise approved through Settlement & Release (including if costs are a portion of the initial 50% payment).**

**Due to the sheer volume of earmarks and desire to distribute funds in a timely manner, EOED requests that recipients make every effort to avoid needing a Settlement and Release by identifying larger cost centers that are eligible and will be incurred from signature date of the contract through 6/30/25.**

**If you require costs already incurred dating back no earlier than 7/29/24 in order to expend the full amount of your earmark by 6/30/25, please list all invoices and exact amounts in your budget below separate from future planned spending. Also, you must include copies of all invoices and proofs of payment for said costs with the submission of your Attachment A.**

Given the compressed timeline for incurring and disbursing earmark funds, please develop your budget with fewer and larger cost centers in mind that fall within the legislative language. The fewer number of cost centers will allow for easier tracking and submission of documentation by recipients and expedited review and disbursement of funds by EOED.

- For example, if the earmark language is written broadly enough to include things like operational costs, please consider budgeting larger costs such as salary against the earmark as it would limit the number of budget line items to track and the amount of documentation to submit to EOED.

All funding under this contract must be spent by, and all deliverables must be executed, completed and delivered by June 30, 2025.

An updated version of this budget must be submitted with the final report, which is due by **June 30, 2025.**

<b>Line Item (include vendor name where applicable and/or description of expense)</b>	<b>Date</b>	<b>Amount</b>
<i>e.g. Staff Salary</i>	<i>11/15/24 to 6/30/25</i>	<i>\$25,000</i>
Purchase of press box and storage unit and associated work to install		\$25,000
<b>Total Budget (amount should not exceed total earmark amount)</b>		<b>\$25,000</b>

**A RESOLUTION ACCEPTING AN EARMARK FROM THE EXECUTIVE OFFICE OF ELDER AFFAIRS TO THE CITY OF AGAWAM PURSUANT TO MASSACHUSETTS GENERAL LAWS CHAPTER 44, SECTION 53A**

**(Sponsored by Christopher C. Johnson, Mayor)**

---

**WHEREAS**, the Fiscal Year 2025 State Budget includes earmarks for specific programs, projects or organizations; and

**WHEREAS**, the Executive Office of Elder Affairs has provided further, that not less than \$50,000.00 shall be expended on to the Council on Aging in the Town of Agawam; and

**WHEREAS**, the earmark may be used for new furniture, equipment and improvements to the patio area; and

**WHEREAS**, it is in the best interest of the City of Agawam to accept said earmark; and

**NOW THEREFORE BE IT RESOLVED**, that the Agawam City Council pursuant to Massachusetts General Laws c. 44 §53A accepts an earmark in the amount of Fifty Thousand (\$50,000.00) Dollars from the Executive Office of Elder Affairs for the Council on Aging in the City of Agawam.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**PER ORDER OF THE AGAWAM CITY COUNCIL**

---

Rosemary Sandlin, President

**APPROVED AS TO FORM AND LEGALITY**

  
\_\_\_\_\_  
Christopher S. Cappucci, Solicitor

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> TOWN OF AGAWAM (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> EXECUTIVE OFFICE OF ELDER AFFAIRS MMARS Department Code: ELD	
<b>Legal Address:</b> 35 MAIN ST AGAWAM, MA 01001-1801		<b>Business Mailing Address:</b> ONE ASHBURTON PLACE, 10 <sup>TH</sup> FLR. BOSTON, MA 02108	
<b>Contract Manager:</b> CINDY SULLIVAN	<b>Phone:</b> 413-8210804	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> <a href="mailto:coa@agawam.ma.us">coa@agawam.ma.us</a>	<b>Fax:</b>	<b>Contract Manager:</b> STACEY ANNE O'CONNELL	<b>Phone:</b> 617-223-9904
<b>Contractor Vendor Code:</b> VC6000191692		<b>E-Mail:</b> <a href="mailto:STACEY.OCONNELL@MASS.GOV">STACEY.OCONNELL@MASS.GOV</a>	<b>Fax:</b> 617-727-9368
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001. (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> FY25EARMARKAGAWAM000	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b>Enter Current Contract End Date <u>Prior</u> to Amendment:</b> _____, 20____ <b>Enter Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
<b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended), \$ <u>50,000</u> .			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT</b> This contract is to distribute the FY25 Earmark Awards to the recipients as stated under Chapter 140, Acts of 2024. The municipality/vendor certifies that the funds will be used for the purpose of the earmark as described in the appropriation; to the COA in the Town of Agawam for new furniture, equipment and improvements to the patio area. All approved obligations incurred prior to the effective date of this agreement (for which payment obligations have been triggered) and are intended to be part of this agreement, are to be funded from the total amount awarded under this agreement.			
<b>ANTICIPATED START DATE: (Complete ONE option only)</b> 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 <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ___ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2024</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X:  Date: <u>11-25-24</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>CHRISTOPHER JOHNSON</u> Print Title: <u>MAYOR</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>CHRISTINA MARTINEZ</u> Print Title: <u>DIRECTOR OF CONTRACTS &amp; ACCOUNTING</u>	

**PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE**

**PROGRAM INFORMATION**

Contractor Name: TOWN OF AGAWAM	Department Name: EXECUTIVE OFFICE OF ELDER AFFAIRS
Program Type: COUNCIL ON AGING	Document ID #:
Program Name: EARMARK AWARD	UFR Program #:
Program Address: 36 MAIN ST	MMARS Activity Code: 8002
City/State/Zip: AGAWAM MA 01001-1801	Other Reference Information (Information Purposes Only):
Contact Person: CINDY SULLIVAN	Contact Person: STACEY ANNE O'CONNELL
Telephone: 413-8210604	Telephone: (617) 223-9904
RFR INFORMATION: Attached <input checked="" type="checkbox"/> RFR Reference # ____. <input checked="" type="checkbox"/> legislative exemption    emergency    collective purchase    interim    amendment	
SCOPE OF SERVICES: Bidder's Response Attached <input checked="" type="checkbox"/> Description of Services Attached	
TOTAL ANTICIPATED CONTRACT DURATION: <u>07/01/2024</u> to <u>06/30/2025</u> .	
INITIAL DURATION: <u>07/01/2024</u> to <u>06/30/2025</u> .	
OPTIONS TO RENEW: _____ options to renew for _____ years each option	

**FISCAL TERMS**

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1, 2, OR 3)			2025	50,000.00		
<b>OPTION 1: PRICE AGREEMENT</b> (list price) \$ _____ rate regulation (if any) _____						
<b>OPTION 2: SUMMARY BUDGET</b> ("T" lines only) unit rate _____ cost reimbursement _____ other _____						
<input checked="" type="checkbox"/> <b>OPTION 3: COMPLETE BUDGET</b> cost reimbursement _____ unit rate _____ <input checked="" type="checkbox"/> other <u>Per the terms of the contract</u>						
	Total: \$		Total: \$ 50,000.00		Total: \$	
	Multi-Year Total: \$					
CURRENT MAX OBLIGATION: \$ <u>50,000.00</u> UNIT RATE: \$ _____ per _____      BILLABLE UNITS: _____						
ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS:						

Updated 11/1/05  
Sensitivity level - low

# FY2025 EARMARK BUDGET

Earmark Recipient

TOWN OF AGAWAM

Contract ID

FY25EARMARKAGAWAM000

**50,000.00**

## EXPENSES

Operating Expenses	
Payroll	
Payroll Taxes	
Fringe Benefits	
Facility Operations	
Facility Maintenance	
Elder Program Services	
Outreach Services	
Research and Development	
Vehicle Costs	
Program Facility Supplies	
Meals	
Staff Training	
Office Supplies	
Travel Expenses	
Other 1:	
Other 2:	
<b>Total Operating Expenses</b>	<b>\$ -</b>

## Non-Recurring Expenses

Furniture, Equipment and Software	34,600.00
Construction: Improvements and Renovations	3,500.00
Construction: Study & Design	
Construction: Build	
Other	11,900.00
<b>Total Non-Recurring Expenses</b>	<b>\$ 50,000.00</b>

FY25 EARMARK AWARD AMOUNT\*

<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>-</b>
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\* this field must total to the amount of your Earmark Award (Cell C4)