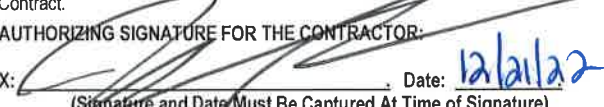
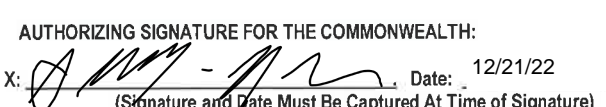


COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Monterey (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing and Econ. Dev. MMARS Department Code: EED	
Legal Address: (W-9, W-4): 435 Main Road, Monterey, MA 01245		Business Mailing Address: 1 Ashburton Place, Boston, MA 02108	
Contract Manager: Jim Hunt	Phone: 413-528-1734	Billing Address (if different):	
E-Mail: Dpw1@montereyma.gov	Fax:	Contract Manager: Jong Wai Tommee	Phone: 617-686-1328
Contractor Vendor Code: VC6000191894		E-Mail: jong.wai.tommee@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_0001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 22MWIPMONTEREYBEARMT	
PROCUREMENT OR EXCEPTION TYPE: (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 checked="" 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 type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (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			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <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 <i>new</i> total if Contract is being amended). \$ <u>1,000,000</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <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.)			
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.) Capital grant funding through the MassWorks Infrastructure Program (pursuant to Plan Item D001 in the Mass. Capital Investment Plan 2022-2026) to support a public infrastructure project, in accordance with the scope and additional terms and conditions outlined in Attachment A, and as described in the attached RFR response.			
ANTICIPATED START DATE: (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.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2024</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.			
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: X:  Date: <u>12/21/22</u> (Signature and Date Must Be Captured At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X:  Date: <u>12/21/22</u> (Signature and Date Must Be Captured At Time of Signature)	
Print Name: <u>Justin Makuc</u> Print Title: <u>Select Board Chair</u>		Print Name: <u>Spencer Gurley-Green</u> Print Title: <u>CFO</u>	

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



CONTRACTOR LEGAL NAME : Town of Monterey
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191894

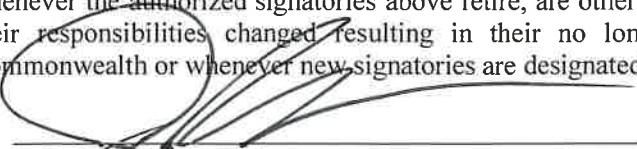
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Justin Makuc	Select Board Chair
Susan Cooper	Select person
Scott Jensen	Select person

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



Signature

Date: 12/21/22

Title: Select Board Chair Telephone: 413-528-1443

Fax: 413-528-9452 Email: admin@monterey.gov

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May 2004



CONTRACTOR LEGAL NAME : Town of Monterey
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191894

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

Signatory's full legal name (print or type): Justin Makuc
Title: Select Board Chair

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

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

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

December 21, 2022

My commission expires on:



AFFIX NOTARY SEAL

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

_____, 20____.

AFFIX CORPORATE SEAL

EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT
MassWorks Infrastructure Program

ATTACHMENT A
Additional Terms and Conditions

ARTICLE I – Grant Agreement

A Grant Agreement (Agreement) is made by and between the Commonwealth of Massachusetts, acting through the Executive Office of Housing and Economic Development (EOHED), and the Town of Monterey (Public Entity), jointly referred to as “The Parties”, based on the application submitted by Public Entity (incorporated herein as Attachment B). The following documents, collectively, are referred to as the “Contract”:

1. Commonwealth of Mass. – Standard Contract Form
2. Commonwealth of Mass. – Contractor Authorized Signatory Forms
3. Attachment A, Additional Terms and Conditions (*this document*)
4. Attachment B, RFR Response / Grant Application and Site Plan

The purpose of the Contract is to identify the roles, responsibilities, and obligations of each party as they relate to the implementation of a MassWorks Infrastructure Project (Project), based on an application submitted on: May 24, 2022. The entire Contract package sets forth the parties’ mutual intentions and understandings. All Parties agree to devote the necessary resources and to work in good faith to achieve the objectives contemplated herein.

ARTICLE II – Definitions (*The following terms shall have the respective meanings ascribed to them.*)

“**Contract**” shall mean the documents described in Article I in their entirety, as they may be amended, supplemented, or restated from time to time.

“**Contract Manager**” shall mean the staff member assigned to manage/oversee the Contract.

“**Director**” shall mean the Assistant Secretary or designee that manages/supervises the MassWorks Program.

“**Grant Application**” shall mean the application submitted in response to the RFR by the Public Entity to the MassWorks Program, including a Site Plan, and appended as Attachment B to the Contract.

“**Grant Funds**” shall mean funds disbursed by EOHED to the Public Entity pursuant to the Contract.

“**MassWorks Program**” shall mean the economic development grant program authorized by Section 63 of Chapter 23A of the Massachusetts General Laws, and further described in the MassWorks Infrastructure Program Guidelines promulgated annually by the Secretary, as such Guidelines may be modified or updated from time to time.

“**Monetary Penalties**” shall mean the full recoupment by EOHED of funds paid to Public Entity under the Contract and recovery of all Commonwealth administrative costs and legal fees related to the Contract, including enforcement thereof.

“Project” shall have the meaning set forth by all of the components outlined in Article III.

“Project Site”, also referred to herein as the “Site”, shall mean the land and appurtenant easements, if any, identified in Section III.A hereof, described in the Grant Application, and shown on the Site Plan.

“Scheduled Drawdown Dates” shall mean the quarterly milestone dates identified in Article III, Section E by which EOHED expects to disburse Grant Funds to reimburse the Public Entity for Project costs previously incurred.

“Secretary” shall mean the Massachusetts Secretariat of Housing and Economic Development.

“Maximum Obligation” shall mean the maximum amount of Grant Funds that the Public Entity is allowed to request/receive for performance under this contract.

ARTICLE III – Project Scope and Budget

Project Name: Beartown Mountain Road Reconstruction Project

Maximum Obligation of this Contract: **\$1,000,000**

A. Description of the Project Site

2 miles of Beartown Road beginning at #120 Beartown Road and ending at #360 Beartown Road

B. Project Description

1st mile:

1. Install 3,600 ft of pipe and drainage
2. 1,040 ft (26) cross culverts to be replaced
3. Layer of geogrid
4. 12” crushed rock
5. Layer of geofilter fabric
6. Finish with approximately 12” of gravel

2nd mile:

1. 6-12” of gravel
2. Replace 400ft (10) cross culverts

C. Project/Construction Timeline

MILESTONE	MONTH/YEAR
Design, Survey, and Engineering Complete	2-2023
Bids Opened/Contract Awarded	4-2023
Construction Started	7-2023
Construction 50% Complete	9-2023
Construction 100% Complete	12-2023

D. Project Budget:

SPENDING CATEGORY	Grant Funds
Pre-Construction (include design, surveying, engineering, permitting, and bidding, etc.)	\$10,000
Construction (itemize all earthwork and site work in the corresponding subcategories)	
Land Takings	\$0
Demolition/Remediation	\$0
Mobilization/Demobilization	\$0
Water/Sewer/Drainage (include pump stations)	\$0
Utility Relocation	\$0
Roadways (include paving, markings, signage, etc.)	\$0
Sidewalks/Curbing/Streetscapes (include guardrails, fencing, plantings, etc.)	\$0
Electrical/Lighting (street lights and traffic signals)	\$0
Bridges/Culverts	\$450,000
Other: Excavation/Earth Moving/Trucking	\$430,000
Contingency	\$90,000
Other Expenses	
Construction Administration / Project Management	\$0
Traffic Control / Public Safety Details	\$20,000
Other:	\$0
Totals	\$1,000,000

E. Funds Drawdown Schedule

Period (QE = "Quarter Ending")	Amount
QE 9/30/22	\$0
QE 12/31/22	\$0
QE 3/31/23	\$10,000
QE 6/30/23	\$5,000
FY23 Total	\$15,000
QE 9/30/23	\$200,000
QE 12/31/23	\$200,000
QE 3/31/24	\$400,000
QE 6/30/24	\$185,000
FY24 Total	\$985,000
QE 9/30/24	\$0

QE 12/31/24	\$0
QE 3/31/25	\$0
QE 6/30/25	\$0
FY25 Total	\$0
Grand Total	\$1,000,000
Retainage (5%)	\$50,000

F. Description of the main leveraged private development, if applicable (include expected economic outcomes, such as number of new housing units and/or jobs).

N/A – STRAP Grant

ARTICLE IV – Grant Administration

A. Project Management.

The Director shall oversee the MassWorks Program on behalf of the Secretary.

B. Use and Disbursement of Grant Funds.

EOHED shall disburse Grant Funds to the Public Entity solely to reimburse the Public Entity for reasonable expenses incurred in connection with the design or construction of the Project, in an aggregate amount not to exceed the Maximum Obligation. EOHED shall use best efforts to disburse Grant Funds within forty-five (45) days after receipt of a reimbursement request and invoices therefor from the Public Entity. All disbursements of Grant Funds shall be subject to the following terms and conditions:

1. Invoices for actual expenses shall be submitted for reimbursement on a monthly basis as costs are incurred, and by the 15th of the month following the period of performance. Reimbursement shall be only for work completed and/or items purchased, as approved by this Contract. The Contract Manager may disallow ineligible expenses and/or otherwise withhold approval of invoice reimbursement request due to insufficient and/or incorrect information. . The Contract Manager will promptly notify the Public Entity of any disapproved invoice and provide adequate time for correction. With prior authorization from the Director, the Public Entity may deviate from or suspend the Reimbursement Schedule.
2. To maintain the integrity of the MassWorks Program’s capital budget, Grant Funds scheduled to be spent within a particular fiscal year (ending on June 30) must be posted in the state’s accounting system, and disbursed no later than August 31 each year. In no event will EOHED be able to provide reimbursement for any expenses in the fiscal year, after this date. In order to allow enough time for processing and for meeting the deadline, all final reimbursement requests for the fiscal year must be submitted to the Contract Manager, as soon after the close of the fiscal year as possible, but not later than July 31. Requests that are submitted after this date will require a detailed justification for the delay and be subject to additional review and approval by the Director. EOHED reserves the right to reject late invoices. It is the responsibility of the Public Entity to meet deadlines and ensure that all applicable requests are submitted in the corresponding fiscal year. EOHED will not accept or be obliged to consider requests seeking reimbursement for expenses from any previously closed fiscal year.
3. EOHED will set aside 5% of the total grant award as retainage until the Project (or the portion of

the Project completed with Grant Funds) is demonstrated to be complete, and by submitting a completed project closeout form pursuant to Article V, Section D. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the Project has been completed.

C. General Conditions of Funding

1. Verification of Representations. Funding is contingent upon satisfactory verification of all Project information and representations contained in the Grant Application. Determinations of such verification shall be made in the Secretary's sole discretion. The Public Entity is responsible for providing to the Secretary such information and documentation that the Secretary deems necessary for such determination.
2. No Obligation to Increase Budget. EOHEd has no obligation to increase or reprogram the Grant Funds for any reason, including, but not limited to, a change in the Project's budget. It is the sole responsibility of the Public Entity to cover any and all cost overruns and secure any and all additional funding necessary for the Project.
3. No Arbitrage. For funds that are received on a cost reimbursement basis, for which the Public Entity invoices for the costs of performance when rendered, and for lump sum amounts, the funds received by the Public Entity must be held in a segregated non-interest bearing account and shall be expended by the Public Entity within 60 days to avoid arbitrage.
4. Drawdown Deadlines. The Project expenses shall be incurred, and reimbursements shall be requested, on a timeframe that permits Grant Funds to be disbursed in accordance with the Scheduled Drawdown Dates set forth in Article III. **Failure by the Public Entity to request reimbursement for the full amount of an expected Scheduled Drawdown Date that corresponds with the end of a fiscal year (June 30) may be deemed a material breach of this Agreement authorizing EOHEd to exercise rights and remedies set forth in Article VI, including without limitation the revocation of the Grant.**
5. Additional Investment. If additional funds are required to complete the Project, including, but not limited to, private investment, the Public Entity shall use diligent efforts to obtain the funds necessary to complete the Project as set forth in Article III. The Public Entity is responsible for requiring the Project to be designed to budget and ensuring the Project can be completed as necessary to achieve the economic development goals outlined in the Contract.
6. Remaining Balance. In no event shall EOHEd be obligated to disburse Grant Funds in excess of the actual cost of constructing the Public Improvements. Excess Grant Funds remaining in the budget upon completion of the Project, if any, may not be claimed by the Public Entity.
7. Other Conditions. [Project-specific conditions, if applicable.] N/A

ARTICLE V – Obligations of the Public Entity

A. Obligations of the Public Entity

This Agreement shall in no way relieve the Public Entity from the full force and application of any laws, rules, regulations and orders or requirements. In addition to any other requirements of the Contract, the Public Entity, by accepting any or all of such Grant Funds, shall:

1. Timely commence the Project, and diligently pursue the Project to completion, in accordance with the construction schedule set out in Article III.C.
2. Ensure compliance, including but not limited to any and all applicable local, state and federal rules, regulations and laws.
3. Submit regular and complete requests for reimbursement, on a form provided by EOHEd that includes supporting invoices and documentation, pursuant to Article IV.B.
4. Submit timely and complete quarterly reports, on a form provided by EOHEd that includes updates and/or changes to the Project.
5. Submit timely and complete reimbursement requests, with appropriate supporting documentation, in accordance with all Scheduled Drawdown Dates.
6. Cooperate fully and promptly with any other request for information that the Secretary or the Director may make.
7. Ensure that all representations made in the Contract by the Public Entity remain true and correct.
8. Ensure that construction begins on this Project in accordance with Article III.

B. Compliance with Laws Regarding Contractors and Procurement

Without limiting the generality of Section V.A.1 above, the Public Entity shall comply, and ensure that its contractors comply, with the legal requirements set forth below.

1. The Public Entity shall comply with its procurement process and with Section 39M of Chapter 30 and Chapters 30B, 149 and 7 of the Massachusetts General Laws, to the extent applicable.
2. The Public Entity shall use diligent efforts to ensure that any contractors it employs or are employed on its behalf do not unlawfully misclassify workers as self-employed or as independent contractors, and will certify compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
3. The Public Entity shall use diligent efforts to ensure that within the past five years, no officers, directors, employees, agents, or subcontractors of which the contractor has knowledge, been the subject of (a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business- related conduct constituting a crime under state or federal law; or (b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful."
4. In accordance with Executive Order 481 and under the pains and penalties of perjury, the Public Entity shall ensure that its Contractors do not knowingly allow the use of undocumented workers in connection with the performance of the contract; that pursuant to federal requirements, the

Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that the it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

The Public Entity understands and agrees that breach of any of these terms by its contractors during the contract period may be regarded as a material breach, subjecting the Public Entity to sanctions, including but not limited to Monetary Penalties, withholding of payments, contract suspension and termination of the Contract.

C. Signage

If signage is to be erected at or near the Project Site identifying the Project, such signage shall include acknowledgement of grant support from the Commonwealth of Massachusetts and/or the MassWorks Program. The Public Entity may contact the Contract Manager for message suggestions, to review draft signage, and/or to request digital copies of the Commonwealth Seal and/or Masswork logo.

D. Project Closeout

Upon completion of the Project, the Public Entity shall submit its final request for reimbursement along with a completed closeout form, as provided by EOHED, and photograph(s) of the work completed with the Grant Funds. Further, the closeout form shall certify that the scope of work outlined in this contract has been successfully completed and confirm that the Public Entity does not have any other expenses that it expects to be reimbursed from this grant. .

ARTICLE VI – Breach, Mitigation, and Remedies

A. Penalties for Breach of Contract

The Public Entity understands and agrees that in the event of a breach of any material term of the Contract during the contract period, the Secretary may, in his/her sole discretion:

1. Suspend, withhold or rescind the payment of Grant Funds;
2. Impose and collect Monetary Penalties;
3. Suspend, condition or terminate the Contract; and/or
4. Declare the Public Entity ineligible for participation in future programs administered by EOHED.

The Secretary's rights and remedies set forth herein are not exclusive and do not preclude other remedies available to the Secretary at law or in equity. Any failure of EOHED to enforce at any time any provision of the Contract shall in no way be construed to be a waiver of such provision or of any other provision hereof.

B. Failure to Timely Commence or Complete the Project

It shall be a material breach of this Agreement if the Public Entity does not commence construction of the Project by the commencement date set forth in the construction schedule set forth in Article III.C, or if the Public Entity does not diligently pursue the Project to completion in accordance with said construction schedule. If the Secretary determines, in his/her sole discretion, that there is a material failure by the Public Entity to commence or complete the Project in accordance with the terms of the Contract, the Secretary may suspend the Grant (including any payments pending) by sending written

notice sent to the Public Entity. The Public Entity shall have an opportunity to cure and to provide clear and convincing evidence that the Project is in compliance with the terms of the Contract within 60 days of the date of the receipt of said notice. Failure to do so will terminate the Contract effective immediately.

C. Post-Completion Maintenance and Operation; No Transfer

Upon completion of the Project, the Public Entity shall maintain and operate the Project infrastructure, and for a period of thirty (30) years following the date of this Grant Agreement, the Public Entity shall not sell, convey, lease or otherwise transfer the ownership or control of the Project infrastructure except with the prior written approval of EOHEd, which approval EOHEd may grant, condition or deny in its sole discretion. The Secretary, in his/her sole discretion, may recoup previously paid Grant Funds to the Public Entity if the Public Entity sells or otherwise conveys ownership of the Project or any portion thereof in violation of this section VI.C. This section VI.C shall survive the expiration or earlier termination of this Grant Agreement.

D. Completion of the Project After Termination

In the event of any termination of the Contract by the Secretary pursuant to this Article VI, the Public Entity shall submit to EOHEd any and all materials that Public Entity owns related to the Project, including but not limited to, documents, financial pro-formas and analysis, studies, drawings, plans, specifications and intellectual property associated with this project in any way. EOHEd shall have access to such material consistent with the provisions of Paragraph 7 of the Commonwealth Terms and Conditions. The Public Entity shall further consult with the Director with respect to the means and strategy for pursuing reasonable and timely completion of the Project in accordance with the purpose and scope as defined in the Contract and the MassWorks Infrastructure Program.

ARTICLE VII – Notice

Pursuant to Paragraph 5 of the Commonwealth Terms and Conditions, unless otherwise explicitly set forth in the Contract, all notices or other communications required or permitted to be given hereunder shall be in writing and delivered in person or when delivered by any other appropriate method evidencing actual receipt, addressed as follows (or to such other address and to such other person's attention as any party may from time to time specify by like notice to the other):

To EOHEd: **MassWorks Infrastructure Program
Executive Office of Housing and Economic Development
One Ashburton Place, Suite 2101
Boston, MA 02108
Fax: (617) 788-3605**

To Public Entity: **Town of Monterey
Attn: Jim Hunt
435 Main Road
Monterey, MA 01245**

ARTICLE VIII – Miscellaneous

A. Authority

Each party executing the Contract, in whole and in part, represents that such party has the full authority

and legal power to do so and that such person, by signing and delivering the Contract, has created a legal, valid and binding and enforceable contract.

B. Amendment, Modification and Waiver

Any request to waive, modify, or discharge any terms of the Contract must be submitted in writing to the Director in the form provided by EOHED. Any amendment to the Contract shall be in writing, signed by all parties. Any oral waiver, change or discharge of any term or provision of the Authority shall be without authority and of no force or effect, whether or not notice has been given or received.

C. Other

1. Severability. Should a court of competent jurisdiction hold any of the provisions the Contract as unenforceable, any such decision shall not affect or impair any of the remaining provisions of those of the Contract.
2. Word Meanings. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to the Contract as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.
3. Applicable Law. The Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Section 63 of Chapter 23A of the General Laws, and the courts of such Commonwealth shall be the sole forum with respect to any legal process arising hereunder.
4. Counterparts. The Contract may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.
5. Entire Agreement. The Contract embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

#

EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT
MassWorks Infrastructure Program

ATTACHMENT B
RFR Response (Grant Application and Site Plan)

Section 1.

Applicant Information

1.1. Primary Location:

Monterey

EOHED Region	<i>Berkshires</i>	MassDOT District	<i>District 1</i>	Rural or Small Town	<i>Both</i>
MDFA Regional Office	<i>West</i>	Gateway City	<i>N/A</i>	Housing Choice	<i>No</i>
Regional Planning Agency	<i>Berkshire Regional Planning Commission</i>	MVP Community	<i>Yes - MVP</i>	MBTA Community	<i>No</i>

1.2. Organization Type

- Public Entity
 - Municipality
 - Public Housing Authority
 - Redevelopment Authority or Similar Quasi-Governmental Agency
 - Water or Sewer District
 - Other Public Entity

please specify:

Non-Public Entity

1.3. Applicant Organization Name:

Town of Monterey

1.4. Applicant Organization Legal Address:

435 Main Rd, P.O. Box 308

1.5. City/Town: **1.6. State:** **1.7. Zip Code:**

Monterey *Massachusetts* *01245*
1.8. CEO Name: **1.9 CEO Title:**

Monterey Select Board *Select Board*

1.10. CEO Tel.: **1.11. CEO Email:**

(413) 528-1443 *admin@montereyma.gov*

1.12. Project Contact Name

Melissa Noe

1.13. Project Contact Title

Town Administrator

1.14. Contact Tel.: **1.15. Contact Email**

(413) 528-1443 *admin@montereyma.gov*

1.17. Organization Description – Outline the organization’s mission, structure, and economic development goals and history.

Monterey is a small community with a resident population just under 1,000. Although our operating budget is less than \$3million dollars (excluding our share of the regional school district), we are committed to preserving and improving our infrastructure. To this end, we have established a 20 year capital plan that we are actively updating. In addition, we are in the process of going live with a pavement management software to better plan for capital road projects. Our main economic goal has always been to provide our population safe and plentiful town assets, while keeping taxes affordable.

Section 2.

Project Information

2.1. Project Categories for Grant Consideration (Check all that apply). Please note that, for each category selected, additional questions will appear in the application related to that funding type. (**note: Section 1.1 and 1.2 must be completed before selecting an option here**).

- Community Capacity Building
- Planning and Zoning
- Site Preparation
- Building
- Infrastructure

2.2. Project Name:

Beartown Mountain Road Reconstruction

2.3. Is this a joint application between two or more municipalities (and/or entities), which will entail a formal arrangement for a shared scope of work and allocation of funds?

Yes

No

2.4. Short Project Description / Abstract – Provide a concise description of the project, with a focus on the portion of the project for which the applicant is requesting funds.

Address significant accessibility and safety issues for approx. 2 miles of road, that connects through Beartown Mountain State Forest to the Towns of Lee & Gt. Barrington. The current condition of Beartown Mountain Rd provides challenges for emergency vehicles, school buses and residents. The rate of stranded vehicles due to severe weather events has risen significantly over the last year and a half.

2.5. Leadership and Ability to Execute – Describe the leadership and project management group for this project and why it is an effective team to advance this project.

This project will follow 30B procedures to hire a general contractor to oversee the project and work being done. All necessary approvals will be sought. The administration of the grant will be processed by the Town Administrator and Director of Operations. Both individuals have considerable experience in this regard and with several grants such as the previously awarded MassWorks in 2018.

The town has successfully executed several Chapter 90 projects. The town officials, town residents and highway department are all in favor of this project. If the MassWorks grant is awarded to the Town of Monterey, the town has some available funding from tax dollars to move forward and complete this project. The Highway Department along with the Board of Selectmen are ready to begin this project and there is enough manpower to move this project along very smoothly.

2.6. Project Need – Describe why this project is necessary in enhancing economic development or unlocking other housing and/or jobs.

This is a rural project that will enhance travel and tourism to our area and will not directly impact economic development (this is a residential road that leads to a largely visited tourist location).

2.7. Progress to date – What progress has the applicant made on this project to date? Include details about planning, stakeholder engagement, development tools used, noting if the project is included in any adopted municipal or regional plans (e.g. Master Plan, CEDS, HPP, etc.), etc.

The annual town meeting has approved the Board of Selectmen to apply for, accept and expend a MassWorks Grant up to the amount of \$1,000,000 to be used for safety improvements.

Temporary fixes such as unplugging culverts, repairing washouts, grading and adding stone & gravel as needed. We are currently working with an engineer drawing up plans and bid specifications for the project.

2.8. Prior State/Federal Funding - Has the applicant applied for or received state or federal funding for this project? Please detail any type of funding, including grants, financing, etc. from any state agency or quasi-public agency (i.e. MassDevelopment).

We will be using town meeting approved funds (5/7/22) allocated for capital improvements to pay for the design and engineering over the next few months. If needed, the town will acquire a GAN (Grant Anticipation Note) to pay the contractors on a timely basis and maintain the timeline of projected dates.

2.9. Timeline – Provide the start/end dates for the overall project and any other notable periods. Note: Grants will be announced in fall 2022 for contracts starting in FY23. Dates below should reflect that timing.

Target Start Date of the Project:

7/3/2023

Target End Date of the Project:	10/31/2023
Other. Specify:	
Other. Specify:	

2.10. Timeline Information – Describe the timeline for the project and provide information about any notable dates and/or milestones.

Allowing for inclement weather and unanticipated hiccups in the project, we anticipate approximately 5 weeks to install new drainage and another 5 weeks to haul gravel and materials, finalizing the product by grading and compacting the road.

2.11. Anticipated Outcomes - Provide a description of the anticipated outcomes of the project. Describe the envisioned end use and expected impacts, such as information about housing, jobs, residents or businesses supported.

These critical improvements will eliminate continuous repairs of regular washouts (an estimated \$18k/year in material and department labor costs). These repairs will also eliminate the closure of this road when it becomes impassable thus not allowing emergency vehicles, school buses and local traffic access to their homes and the State Forest. Residents, emergency personnel, school buses and visitors of the State Forest can be assured that the road is properly constructed and will allow for continued accessibility and safe travel. In short, this project may save lives. Current and future planned projects will promote new residential construction.

2.12. Does the project support and/or directly result in any of the following Sustainable Development Principals? (Check all that apply or None)

- Concentrate Development and Mix Uses
- Advance Equity
- Make Efficient Decisions
- Protect Land and Ecosystems
- Use Natural Resources Wisely
- Provide Transportation
- Increase Job and Business Opportunities
- Promote Clean Energy
- None

2.13. Does the project support and/or directly result in any of the following development outcomes? (Check all that apply or None)

- Transit-Oriented Development (located within a half mile of a transit station or route)
- Developments that Contain a Mix of Residential and Commercial Uses
- Production or Preservation of Housing (with density of at least four units to the acre)
- Developments that are Reusing Previously Developed Sites
- Development of Underutilized Properties
- Development of Commercial Areas in a Downtown
- Development in a Transformative Development Initiative (TDI) District
- Development in an Opportunity Zone
- Development in a Cultural District
- Development in a 43D Expedited Permitting District

Promote Equitable Opportunity (Equitable Opportunity is a principle outlined in the state's economic development plan – *Partnerships for Growth. Click [HERE](#).*)

- Have Environmental Benefits
- Develop or support Small Businesses
- Included in the community's Local Rapid Recovery Plan (LRRP)
- None

2.14. Is this project directly related to and/or seeking to support efforts related to economic recovery from the Covid-19 pandemic?

Yes No

2.15. Does the community have an active housing moratorium or any type of restriction of new housing?

Yes No

2.16. Is the project site located within an Environmental Justice census block group? Click [HERE](#) to access the Commonwealth's Environmental Justice Map Viewer.

Yes No

2.17. Does the applicant have a letter from the municipal CEO outlining knowledge of and support for the proposed project? If yes, attach support letter.

Yes No

ATTACHMENT HERE: Attach the support letter from the municipal CEO.

Town of Monterey MassWorks Support Letter 01262022.pdf

SITE INFORMATION:

2.18. Project Address(es): (If multiple, enter the ID for each parcel individually. Add lines as necessary)

Beartown Mountain Road

2.19 Parcel ID(s): (If multiple, enter the ID for each parcel individually. Add lines as necessary.)

Map 204

Map 209

Map 213

Map 214

ATTACHMENT HERE: Attach a locus map showing the project location.

beartownmaps_20210603072338.pdf

2.20. Describe the project site(s) or building, include square footage, ownership history, past/present uses and operators, conditions of any existing building(s), historic considerations, unique challenges that may exist at this location, etc.

The project site is a scenic two miles of two lane gravel road that passes through densely forested landscape crossing a number of streams. This project location presents some unique challenges including steep hills, sharp curves, rocky outcroppings, poor drainage and the town's desire to maintain it's rural character.

2.21. What type of use is currently allowed by zoning on the project site(s)? (Check all that apply)

- Industrial/Commercial
- Mixed - Use
- Residential – Single Family / Townhome Other:
- Residential – Multi-family
- None of the above

2.22. Would you like this application to be reviewed for potential 43D expedited permitting designation of the site? (If site is already designated, check No)

Yes

No

FOR OFFICE USE ONLY: The table below will display the total request amount from each of the corresponding budget tables, based on the category selection(s) at 2.1. It will remain blank until the applicant begins to enter budget numbers in any of the respective sections of this application. The values in this table will be automatically updated, only AFTER the budget numbers in each section are entered/changed and that page is saved.

Section / Category	Amount Requested
Section 3: Capacity Building	\$0
Section 4: Planning and Zoning	\$0
Section 5: Site Preparation	\$0
Section 6: Building	\$0
Section 7: Infrastructure	\$1,000,000
Grand Total Requested	\$1,000,000

Section 7.

Infrastructure (Horizontal Construction) Additional Questions

7.1. Before you proceed, have you read the Guidelines MassWorks Infrastructure Program?

Yes

No

By virtue of your community's status as a Rural or Small, this project is eligible for the Rural and Small Town Development Fund. Please note that the maximum Rural and Small Town Development Fund award is \$400,000.

7.1.a. Have you read the guidelines for the Rural and Small Town Development Fund?

Yes

No

7.1.b. Is the proposed project budget \$400,000 or less?

Yes

No

7.2. Select the one category below that best describes the type of development that is being supported by the public infrastructure project proposed in this section:

Mixed-Use Development (Residential with office, retail, and/or commercial development)

Housing Development (Residential only)

Economic Development with job creation and/or retention (No Residential/Housing)

Small Town Road improvements to enhance public safety (aka STRAP)

7.3. What is the primary emphasis of the infrastructure work? (*Choose One*)

Predevelopment: Design/Engineering Documents

Roadway/Streetscape Improvements

Bridge / Culvert Repair or Replacement

Water / Sewer Infrastructure

Public Utility Project (Gas, Electric, etc.)

7.4. Indicate which, if any, of the following housing and/or economic development tools have been adopted within the project site.

40R Smart Growth or Starter Home District

43D Expedited Permitting District

Approved Urban Renewal Plan

District Improvement Financing (DIF)/Tax Increment Financing (TIF)

Economic Opportunity Area (EOA)

Transformative Development Initiative (TDI) District

7.5. Is the project site located at or within a half mile of a transit station (defined as a subway or commuter rail station), or a bus route that directly connects to a transit station?

Yes

No

7.6. Is the project site located within an Opportunity Zone? Click [HERE](#) to access the Commonwealth's Opportunity Zone Map.

Yes

No

7.7. Narrative / Scope of Work - Describe the proposed limits and scope of design and/or construction work that will be funded by the grant and carried out to further the project.

The Town of Monterey, encompassing 27.39 square miles, is located in southeastern Berkshire Cty, in western MA. It's bordered by the Towns of Tyringham, Otis, Sandisfield, NewMarlborough & Gt Barrington. The town has no local services such as gas stations, grocery stores or public transportation (which is a large part of what makes it so attractive to visitors & residents alike). Our workforce consists of 7 full time employees & are governed by a 3 member select board. Monterey is made up of 696 registered voters & 990 full time residents. Our town is a very rural & isolated community with very few possibilities for commercial or retail enterprises to help support our tax base. Only the most basic needs for our roads & bridges are provided by our local tax dollars. Our annual operating budget is approx. \$4.8million with \$1.6million of that paying our share to the regional school district. We receive approx. \$3.8million in real estate & property taxes & another \$22k in other revenue sources. We budget \$96,750/yr to maintain our 22 miles of dirt roads. This figure does not allow for any improvements to be made. Municipalities still have uncertainty in what reimbursements for allowable expenses will be provided through Covid-19 Relief Packages. This makes raising taxes any further simply unacceptable. An award of the Massworks grant affords our residents cost benefit by relieving them from any additional tax burdens. Our director of operations conducted a Road Analysis Survey of all roads in Monterey & Beartown Mountain Road scored the highest in road importance for reconstruction. Our main goal is for the safety of all vehicles, pedestrians & cyclists travelling on this roadway. Monterey, Ma is a quaint town located in the picturesque, rural, highly visited Berkshires. We are just 3 hours from New York City & Boston making it a very accessible & desirable location to visit for the day or for vacation. According to visitma.com, the Berkshires "offer culture & recreation year round". Located within the heart of Monterey is the 12k plus acre state forest Beartown Mountain. The state park is described (& recommended 4 out of 5 stars) on several travel booking sites as a great area for hiking, picnicking, fishing, kayaking, snowshoeing, snowmobiling, cross country skiing, camping & more. The main entrance to the forest is via Beartown Mountain Rd. Thousands of tourists enjoy this geological beauty located in Monterey. The current condition of the road has created issues with visitors being able to access the park via the main entrance. In 2003, a small airplane crashed in Beartown State Forest where nearly an entire family perished. All first responders, EMT's, Police & Fire Departments travelled on Beartown Mountain Road to the entrance of the forest to access the horrific crash. Since it is a dirt road, it always has problems during mud season. In March 2021, the roadway was basically all mud & effectively stranded 27 families in their homes. Our Police, Fire, Tow Trucks nor any EMS vehicles were able to travel the road due to the depth of the mud. Residents were stranded in their cars & our town payloador had to remove mud to rescue the residents. There are many safety concerns due to the condition of this roadway which would be alleviated with proper funding. As you can see, the goal for Monterey is preservation of the town's rural beauty, historic character, healthy tourism, landscape & open space. With the completion of this project, improvements will enhance the safety, maintenance & drivability of Beartown Mountain Road without jeopardizing views for the "rural feel" of the road. The Town of Monterey & our citizens would like to thank the Commonwealth for the opportunity to apply to this program for assistance in meeting a critical need for improvements to our road infrastructure which we have no other place to turn for help & for giving our application top priority.

ATTACHMENT HERE: Attach a site plan, conceptual drawing, and/or construction design that clearly demonstrates the location and proposed work.

beartownmaps_20210603072338.pdf

7.8. Budget – In the table below, provide a breakdown, by spending category, of the total budget for the proposed project. Enter the amount(s) allocated from the grant and the amount(s) covered with matching funds, if any. This budget should reflect the full cost of ONLY the proposed project. DO NOT include the cost other components and/or adjacent but separate work carried out by the applicant or other entities.

Spending Category	Grant Request	Match / Other Funds	Total Project Budget	Source of Match / Other Funds
Design / Engineering / Permitting		\$10,000	\$10,000	town budget
Bidding		\$500	\$500	town budget
Construction (All Earthwork and Site Work)	\$1,000,000		\$1,000,000	
Construction Admin.		\$1,000	\$1,000	town budget
Contingency			\$0	
TOTALS	\$1,000,000	\$11,500	\$1,011,500	

7.9. Provide line item explanations, justifications, and/or notes, as needed. Include description of the source(s) and status of all matching funds (including those spent to date), whether they are subject to a vote of approval by Town Meeting or Council, and by what date (actual or anticipated) the applicant expects to secure the funds.

Machinery and labor: \$3324,336
 Materials (gravel and stone): \$379,052
 Drainage: \$166,612
 Geogrid & fabric: \$100,000
 Signage and Traffic control \$30,000

 Total cost \$1,000,000

ATTACHMENT HERE: * Attach an engineer's cost estimate or similar document that details and substantiates the requested grant amount for construction. . Applicant may submit a pre-filled worksheet, such as from the MassDOT Construction Project Estimator. Contingencies should be clearly identified using a separate line item(s).

CostEstimate5.12.22.xlsx

7.10. Is the project site publicly owned?

Yes

No

7.10a. If Yes, describe the type of public ownership (Check all that apply).

specify:

Public Land

Right of Way

Other

Leasehold

public road
Easement

7.15. Provide the planned schedule/timeline for the public infrastructure project.

Milestone	Start Date	End Date
Design / Engineering / Permitting	8/1/2022	9/30/2022
Bidding Open / Close	2/1/2023	3/15/2023
Construction Start	7/3/2023	
50% Construction		8/11/2023
Construction Complete		10/31/2023

7.16. What percentage of the public infrastructure project design is completed?

100.00%

7.17. Which of the following permits, licenses, and/or approvals are required for this project? For each selected item, indicate if secured and the actual or anticipated dates of filing and issuance.

Check If Required	Check if Secured	Filing Date (Actual or Anticipated)	Decision Date (Actual or Anticipated)
Article 97 Land Disposition			
Chapter 91 License			
401 Water Quality Certification			
Superseding Order of Conditions			
Water Management Act Permit			
MassDOT Access Permit			
Mass Historic Commission Review			
Planning Board			
<input checked="" type="checkbox"/> Conservation Commission		8/1/2022	8/20/2022
Zoning Board			
Sewer Extension Permit			
Utility Relocation			
Building Permit			
Other. Specify:			

7.18. Is this construction work planned as a non-participating scope item on a MassDOT TIP project?

Yes

No

7.19. Will the project require coordination with a utility company?

- 7.20. Will the project include work on a state roadway and/or at an intersection with a state roadway?
 Yes No
- 7.21. Has the municipality applied to, or a received a grant from, the MassDOT Complete Streets Program for any portion of this project?
 Yes No
- 7.22. Does the public infrastructure project meet or exceed any of the thresholds for MEPA review set forth in 301 CMR 11.03?
 Yes No
- 7.23. Does the private development project, identified herein, meet or exceed the MEPA thresholds as set forth in 301 CMR 11.03?
 Yes No

Yes No
ATTACHMENT HERE: Attach a copy of the project's output report from the Commonwealth's online RMA Climate Resilience Design Standards Tool ("RMA tool").

RMATreportFY23.pdf

The RMA tool guides users to input basic project information and will generate a downloadable report for attachment. Please note that only information related to the public infrastructure portion of the project should be entered into the tool. After clicking "Submit Project inside the tool, the project information will be saved, and a "Download Report icon will appear for the user. The entire process, exclusive of registration, should take no more than 15 minutes per project. Click [HERE](#) to register and access the RMA tool.

- 7.24. Describe any climate resilience measures that the public infrastructure project will include or that the applicant plans to investigate as part of design or permitting. If applicable, note any climate resilience measures that are anticipated to align with the recommended design standards provided in the project's RMA tool report (see above ATTACHMENT).

Due to the fact that Berkshire County winters aren't what they once were (we are experiencing stronger and more frequent storms) and a reduction in the number of days belowfreezing, delays in winter freezing, and earlier spring thaws, mud becomes the newnormal due to the poor material and structure of the roads. We no longer get just cold weather and snow, we get dramatic fluctuations in temperature and mixed precipitation storms rather than just snow. These changes make roads unsafe for travel, create road closures and due to the existing road conditions is causing the road to wash out into an ecologically sensitive area.

During severe storm events, unpaved roads may become inaccessible. The deteriorating condition of dirt roadways under changing climate conditions presents a substantial vulnerability. Private homes located on Beartown Mountain Rd present safety risks when emergency support services cannot reach these properties. The risks created by the climate changes are further amplified for vulnerable populations, such as the large number of Monterey residents over the age of 60. Dirt roads are prone to erosion. Runoff generally takes the path of least resistance, and if drainage ways are unstable and not adequately vegetated, the runoff may impact adjacent natural resources such as the Peppermint Brook, wetlands, and private drinking water wells. Consequently, this is an important consideration for improving the existing, deteriorating dirt roads.

- 7.25. If available, please provide the pavement condition rating for the road.

- 7.26 Describe existing infrastructure conditions and public safety concerns related to this road improvement project. If relevant, please specify accident hazards, traffic details, instances of road closure and impact on emergency vehicles, etc.

The town will be addressing significant accessibility and safety issues for approximately 2 miles of Beartown Mountain Rd, a connector road through Beartown Mountain State Forest to the Towns of Lee and Gt. Barrington. The Towns of Gt. Barrington and Lee use this road during emergencies, specifically mountain rescues. In the last 2 years there have been three injured hiker/medical calls in the thick of the forest which have required mutual aid response from several abutting towns. The Appalachian Trail runs through the State Forest from Gt. Barrington, through Monterey, Tyringham and Lee. Tyringham's side is very steep and inaccessible, during an emergency rescue workers would need to come through Monterey or Lee. Additionally, the current condition of Beartown Mountain Rd provides challenges for emergency vehicles, school buses and residents. The rate of stranded vehicles due to severe weather events has risen significantly in the past 6 months.

During the February and March of 2021, Beartown Mountain Road needed to be closed for several days on numerous occasions due to severe mud (over 30" inches deep) that prevented residents from accessing their homes and the ability for emergency vehicles to successfully pass through should an emergency arise.

Attach images of the road, particularly focused on the areas that create the public safety hazards and areas in which the work with be focused.

beartownphotos_20210526165125.pdf

Section 9.

Certification of Application Submission Authority

9.1 If the applicant is a public entity, does the submission of this application require a formal vote of any board, commission, or other local entity? If Yes, attachment required.

Yes No Not Applicable

9.2 If the applicant is a non-public entity, does the submission of this application require the authorization of the entity's board of directors, or other governing body or bylaw? If Yes, attachment required.

Yes No Not Applicable

: If yes, attach a document demonstrating such authorization.

I, *Melissa Noe* (Submitter Name), hereby certify that I am duly authorized to submit *Town of Monterey* this application on behalf of

(Applicant Organization Name). By entering my name in the space below, I further certify, under the pains and penalties of perjury, that the responses to the questions provided in this application, and the attached documentation, are true, accurate, and complete. I understand that the Executive Office of Housing and Economic Development (EOHED) and its partner organizations, specifically the Department of Housing and Community Development (DHCD) and the Massachusetts Development Finance Agency (MDFA), will rely on the information provided in this application to make decisions about whether to award a grant from their respective funding sources. Also, that the Commonwealth reserves the right to take action against me, the applicant organization, and/or any other beneficiary of a grant, if any of the information provided is determined to be false, inaccurate, or misleading. I also affirm that, if awarded, the applicant organization has the capacity to carry out the project in accordance with all applicable laws and regulations.

Melissa Noe

*Town Administrator*Title

5/24/2022 9:50:13 AM



Beartown State Forest: Summer

- LEGEND: SUMMER USE**
- Beartown State Forest
 - Arthur (Whitson) State Park / Open / No Hunting
 - Forest Road
 - Employed Road
 - Hiking Trail
 - Healthy Heart Trail
 - Appalachian Trail
 - Trail: Mtn. Bike Trail
 - Multi-Use Trail
 - Picnic Area, Restrooms, Parking
 - Language
 - Leaning
 - Scenic Vista
 - Large Headquarters
 - Town Boundary
 - Powers Line
 - Wetland
 - Brook, River
 - Pond, Lake
 - Contour Line (10' Interval)

