



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: City of Somerville (and d/b/a): ---		COMMONWEALTH DEPARTMENT NAME: Dept. of Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4): 93 Highland Avenue, Somerville, MA 02143		Business Mailing Address: 100 Cambridge Street, Suite 300, Boston MA 02114	
Contract Manager: Alan Inacio	Phone: 617-625-6600 x2539	Billing Address (if different): ---	
E-Mail: ainacio@somervillema.gov	Fax: 617-625-4239	Contract Manager: Fatima Razzaq	Phone: 617-573-1100
Contractor Vendor Code: VC6000192138		E-Mail: Fatima.Razzaq@mass.gov	Fax: 617-573-1345
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCOCD262023490110000	
		RFR/Procurement or Other ID Number: Legis. Earmark	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
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 type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (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") 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 <u>815 CMR 9.00</u> . <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). \$250,000.00			
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: __agree to standard 45 day cycle __statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input checked="" 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.) FY2022 ARPA Earmark for study and design of sound walls for interstate-93 in the vicinity of the Mystic housing development in the city of Somerville as outlined in Attachment A, Scope of Services, and Additional Terms and Conditions. The Contractor's Statement of Work and Budget, as approved by the Department, (respectively, "Statement of Work" and "Budget") are incorporated herein and attached hereto as Exhibits.			
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 06/30/2023 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Katiana Ballantyne</u> Date: <u>6/8/2023</u> <small>(Signature and Date Must Be Captured At Time of Signature)</small> Print Name: <u>Katiana Ballantyne</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Fatima Razzaq</u> Date: <u>6/8/2023</u> <small>(Signature and Date Must Be Captured At Time of Signature)</small> Print Name: <u>Fatima Razzaq</u> Print Title: <u>BHD&C Director</u>	

ATTACHMENT A, SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

FY 2022 ARPA Spending Bill Earmark Contract

EARMARK PROGRAM NAME: City of Somerville

I. CONTRACT

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

- A.** This Attachment A is attached to and made a part of the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM. THE COMMONWEALTH TERMS AND CONDITIONS and the Contractor's Statement of Work and Budget, as approved by the Department, (respectively, "Statement of Work" and "Budget") are incorporated herein and attached hereto as Exhibits.
- B.** This Attachment A, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.
- C.** This Contract represents the entire agreement between the Contractor and the Department, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
- D.** If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS

On December 13, 2021, the Governor signed legislation appropriating up to \$2.55 billion of the remaining uncommitted Coronavirus State Fiscal Recovery Fund dollars in the Commonwealth's Federal COVID-19 Response Fund, as well as \$1.45 billion in state Fiscal Year 2021 surplus dollars from the Transitional Escrow Fund. This legislation, titled An Act Relative to Immediate COVID-19 Recovery Needs, includes funds earmarked to specific programs, projects, and organizations. St. 2021, c. 102, § 2 ("MA ARPA Bill Earmarks"). The Department is the administering state agency for the earmark that is the subject of this contract.

The Contractor shall receive FY 2022 earmark funding (funded from state fiscal year 2021 surplus dollars) for a one-time grant that the Contractor will use to provide services in accordance with the terms of the MA ARPA Bill Earmarks, the attached Statement of Work and Budget, the terms of this Contract, any subsequent Contract amendments.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended. The Department reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Department may issue, amend, or supplement from time to time.

The Contractor may subcontract with any other entity for the purpose of providing these services, as provided in this Contract and in Provision 9 of the Commonwealth Terms and Conditions.

III. ADDITIONAL TERMS AND CONDITIONS

A. Reporting Responsibilities of the Contractor

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any change in program activities.
2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
3. The Contractor must submit requests for time extensions for the submission of any reports or data in writing to the Department for approval or disapproval prior to the passing of the deadline. Such requests should explain the reason for the delay and specify the new deadline for the submission of the report or data. The Department may grant such requests in writing.
4. Within five business days of receipt, the Contractor shall provide the Department with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor. Such reports or communications may be provided electronically.
5. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall

notify the Department of such action and deliver copies of such pleadings to the Department. Such reports or communications may be provided electronically.

6. The Contractor will submit any other reports or information requested by the Department by the due date specified in the Department's request. The Contractor shall promptly make available to the Department or to an auditor or contractor approved by the Department such material information regarding the Contractor's activities as may be requested by the Department.

B. Payment Mechanism, Fiscal Obligations, and Prior Approvals

The Department agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

- a. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, the provisions of the Commonwealth Terms and Conditions, and the applicable provisions of the OMB Circulars. In accordance with 815 CMR 2.00 and state finance law, the Department is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by the Department.
- b. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by the Department, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.
- c. The Contractor shall initiate any requests for payment by cost reimbursement by submitting a written request to the Department in such form as the Department may specify. By submitting such a written request for payment by cost reimbursement, the Contractor represents that in accordance with the Contract, including the Contractor's Statement of Work and Budget, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

In addition to the Contractor's written request, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll records, accounting records, and purchase orders that are sufficient to

document the Contractor's program and financial activities under this Contract.

The requests for cost reimbursement shall be submitted electronically to the attention of:

Edward Chien - Edward.Chien@mass.gov

- d. The Contractor may transfer funds among the line items in the Personnel or Non-Personnel categories in the Budget, so long as the total of all item transfers does not change either the Personnel or Non-Personnel total by more than 10%. No amendment to the Contract shall be required for such change, and no advance permission from the Department will be required for such change. The Contractor shall notify the Department of such change, in writing, within 30 days after such change.
- e. No more than fifteen percent (15%) of the total funds earmarked for the Contractor may be used on administrative costs.
- f. Prior Department approval is required for changes to the Budget other than those described in Section III.B.d. above. Budget Amendment requests for these changes shall be made in writing, submitted by the Contractor's Executive Director or other authorized person to the Department. The Department shall approve or disapprove of the requested change within 20 days of receipt thereof, and shall send all approvals or disapprovals in writing to the Contractor's Executive Director. No amendment which affects the total grant amount shall be effective unless filed at the Massachusetts Office of the Comptroller.
- g. Changes in the Contractor's Statement of Work that are not substantial may be authorized by the Department, in writing, without the requirement of an amendment to this Contract.
- h. By no later than July 31, 2024, the Contractor shall submit the final written request for payment by cost reimbursement, reflecting any Contract expenses and services that were incurred through June 30, 2024, and setting out and reconciling the expenditures for the entire Contract period. With the submission of the final written request for payment by cost reimbursement, the Contractor shall return to the Department any unexpended funds. At its discretion, the Department may approve an extension of the deadline for the final request for payment upon written request from the Contractor. The Department may grant such requests in writing.

C. Audit or Financial Review

The Department reserves the right under this Contract to secure its own independent audit or financial review of the Contractor's records if, in its sole discretion, the Department determines that it is necessary for any reason.

D. Monitoring

The Department may monitor the Contractor's compliance with the Contract. The Contractor shall allow the Department and its representatives access to all of its books and records pertaining to this Contract.

E. Conflict of Interest, Licensure, and Debarment

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.
2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.
3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.
4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify the Department if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

F. Enforcement, Suspension, and Termination

1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and the Department, and not to any third party.

2. The Department may utilize increased or additional monitoring and reporting as part of its enforcement actions.
3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.
4. The Department may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from the Department, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.
5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

G. Non-Discrimination In The Provision of Services

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

H. Confidentiality

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.
2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall hold all personal data relating to Contract supported personnel and applicants or recipients of Contract supported programs and activities in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form and its Instructions and Contractor Certifications, and applicable state and federal privacy and confidentiality regulations and laws including without limitation, M.G.L. c.

66A, “Massachusetts Fair Information Practices Act;” M.G.L. c. 93H, Security Breaches; 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

3. Pursuant to the requirements of the Standard Contract Form and its Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss. In addition, the Contractor shall promptly notify the Department in the event of unauthorized access, disbursement, use or disposal of the Contract funded records and information. In the event of such a security breach, the Contractor will cooperate with the Department and its authorized representatives and will provide access to any information necessary to respond to the security breach.
4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.
5. The Contractor shall deliver to the Department, within 14 days of a written request by the Department following termination of this Contract, such personal data relating to this Contract as the Department may request; provided, that the Contractor may keep copies of any personal data delivered to the Department; and provided further, that for the purposes of this sentence, the term, “personal data”, shall not include the Contractor’s personnel records.

I. Fraud, Waste, and Abuse

The Contractor shall maintain and utilize systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract.

Department of Housing and Community Development (DHCD) Earmark – Statement of Work

Vendor/Grantee:	Somerville Housing Authority
State Fiscal Year:	2022
Legislative Language:	provided further, that not less than \$250,000 shall be expended for a study and design of sound walls for interstate-93 in the vicinity of the Mystic housing development in the city of Somerville
Briefly describe work to be completed:	Study/design of sound walls for interstate-93 in vicinity of Somerville Housing Authority's Mystic housing development

Invoice Date:

**Dept. of Housing & Community Development (DHCD)
Earmark**

Vendor/Grantee:

City of Somerville

Invoice Number:

Attachment B Budget

Report/Local Contact Name:

Alan Inacio

Amount for current invoice:

MMARS Doc ID/Contract Number:

SCOCD262023490110000

Email:

ainacio@somervillema.gov

Phone:

617-625-6600 x2539

Cost Categories	Budget	Actual Expenditures/Invoice Amounts					Total Expenditures To Date	Remaining
	Grant Period:	Reporting Periods (Service From / Service To Date)						
A. PERSONNEL								
Position: _____						\$ -	\$ -	
Salary						\$ -	\$ -	
Fringe & Taxes						\$ -	\$ -	
Position: _____						\$ -	\$ -	
Salary						\$ -	\$ -	
Fringe & Taxes						\$ -	\$ -	
Position: _____						\$ -	\$ -	
Salary						\$ -	\$ -	
Fringe & Taxes						\$ -	\$ -	
Position: _____						\$ -	\$ -	
Salary						\$ -	\$ -	
Fringe & Taxes						\$ -	\$ -	
Consultants						\$ -	\$ -	
Personnel Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B. NON-PERSONNEL								
Rent						\$ -	\$ -	
Utilities						\$ -	\$ -	
Telephone						\$ -	\$ -	
Consumable Supplies						\$ -	\$ -	
Expendable Equipment						\$ -	\$ -	
Capital Equipment						\$ -	\$ -	
Leased Equipment						\$ -	\$ -	
Photocopying						\$ -	\$ -	
Outside Printing						\$ -	\$ -	
Postage & Mailing						\$ -	\$ -	
Advertising						\$ -	\$ -	
Travel						\$ -	\$ -	
Vehicle Leasing						\$ -	\$ -	
Contract Services - STUDY/DESIGN SERVICES	\$ 250,000.00					\$ -	\$ 250,000.00	
Audit						\$ -	\$ -	
Indirect Costs						\$ -	\$ -	
Data Processing						\$ -	\$ -	
Internet Access						\$ -	\$ -	
Other (STUDY/DESIGN COSTS)						\$ -	\$ -	
Other(specify)						\$ -	\$ -	
Other(specify)						\$ -	\$ -	
Non - Personnel Subtotal	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00	
Total Budget	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00	

study and design of sound walls for interstate-93 in the vicinity of the Mystic housing development in the city of Somerville

Page 3, Somerville, \$250k award

1599-2032.. For a reserve for water and sewer infrastructure; provided, that funds shall be expended for sewer separation projects and other methods of remediating combined sewer overflow and other sewage discharges into waterways including, but not limited to, projects to improve water quality in the Merrimack river; provided further, that funds shall be expended for illicit discharge detection and elimination projects to improve water quality and health and human safety on state beaches in metropolitan areas; provided further, that funds for these projects shall be prioritized for environmental justice communities with the lowest water quality, with the worst health outcomes and most disproportionately impacted by the 2019 novel coronavirus pandemic; provided further, that funds may be transferred to the Drinking Water State Revolving Fund for the purpose of reducing the principal or interest costs of drinking water improvements under programs administered under the umbrella of the Clean Water Trust; provided further, that funds may be transferred to the Clean Water State Revolving Fund for the purpose of reducing the principal or interest costs of water quality improvements under programs administered under the umbrella of the Clean Water Trust; provided further, that funds may be transferred to the Clean Water Trust for the purpose of providing incentives such as providing principal forgiveness, reducing the principal or interest costs of water quality improvements that employ green infrastructure as defined in section 26A of chapter 21 of the General Laws; provided further, that prioritization in distributing funds from this item shall be given to ensuring geographic equity; provided further, that grants may include a requirement for matching funds; provided further, that projects that support environmental justice populations and communities disproportionately impacted by the 2019 novel coronavirus pandemic shall be prioritized; and provided further, that not less than 30 days prior to obligations being made from this item, the administering entity shall submit a report to the executive office for administration and finance, the joint committee on environment, natural resources and agriculture and the house and senate committees on ways and means on proposed allocations and spending plans for programs within this item including, but not limited to, any program criteria and guidelines for the distribution of funds; provided further, that not less than \$200,000 shall be expended for an upgrade to the infrastructure necessary for broadband access in the town of Marlborough; provided further, that not less than \$50,000 shall be expended to the city of Revere for the purpose of dredging and rehabilitation of Sales creek and Green's creek; provided further, that not less than \$250,000 shall be expended for replacement of the Trout brook well in the town of Avon; provided further, that not less than \$75,000 shall be expended to the town of Wendell for improvements to the landfill cap and remediation repairs; provided further, that not less than \$40,000 shall be expended for the town of New Salem for Swift River elementary school to provide potable drinking water through the Clean Water Trust; provided further, that not less than \$100,000 shall be expended for implementation of immediate, emergency perfluoroalkyl and polyfluoroalkyl substances mitigation measures required at the Manley street well by the West Bridgewater board of water commissioners; provided further, that not less than \$50,000 shall be expended for a new town salt shed in the town of Norfolk; provided further, that not less than \$250,000 shall be expended to the town of Belmont for water and sewer infrastructure improvements at Belmont village; provided further, that not less than \$50,000 shall be expended for the town of Hanover water division for perfluoroalkyl and polyfluoroalkyl substances mitigation; provided further, that not less than \$50,000 shall be expended for the town of Norwell water department for perfluoroalkyl and polyfluoroalkyl substances mitigation; provided further, that not less than \$425,000 shall be expended for the reconstruction of the Creek road sewer pump station located in the town of Marion; provided further, that not less than \$100,000 shall be expended to the town of Scituate for a design plan for a new sewer treatment plant; provided further, that not less than \$80,000 shall be expended for an upgrade to the Middleborough Community Cable Access Media facilities necessary for improved public access in the town of Middleborough; provided further, that not less than \$50,000 shall be

expended for the Quarry street drainage in the town of Ware; provided further, that not less than \$65,000 shall be expended for the Reed pool assessment in the town of Ware; provided further, that not less than \$100,000 shall be expended to the town of Winchendon for water and sewer improvements in the downtown area; provided further, that not less than \$400,000 shall be expended to the city of Quincy for the purpose of further preparation and implementation of a ferry service from Squantum Point park in Marina Bay; provided further, that not less than \$125,000 shall be expended to the city of Malden for the creation of an accessible city archive; provided further, that not less than \$75,000 shall be expended to the city of Malden for a feasibility study on the establishment of a fire station in eastern Malden; provided further, that not less than \$100,000 shall be expended to the town of Agawam for water and sewer infrastructure improvements; provided further, that not less than \$75,000 shall be expended for a water main replacement on Bridge road in the town of Salisbury; provided further, that not less than \$50,000 shall be expended for the town of Sutton for a design plan for a new municipal septic system for the Sutton municipal center and public schools; provided further, that not less than \$50,000 shall be expended for the infrastructure of the local animal control facility in the town of Raynham; provided further, that not less than \$100,000 shall be expended to the city of Malden for equipment upgrades for the advancement of online services of the Malden public library; provided further, that not less than \$75,000 shall be expended to the town of Acushnet to complete a comprehensive water study; provided further, that not less than \$200,000 shall be expended for water infrastructure projects in the town of Somerset; provided further, that not less than \$135,000 shall be expended to the Swansea Water District for a water interconnection project with the town of Somerset; provided further, that not less than \$50,000 shall be expended for the Dighton Water District for the Brook street well; provided further, that not less than \$250,000 shall be expended for the town of Milton toward developing Milton's municipal broadband network; provided further, that not less than \$150,000 shall be expended for the town of Mendon to conduct and coordinate a municipal water and sewer system expansion study; provided further, that not less than \$300,000 shall be expended for water infrastructure improvements in the town of Holliston; provided further, that not less than \$1,000,000 shall be expended for the Westmass Area Development Corporation for new water and sewer infrastructure for the Ludlow Mills redevelopment located within an environmental justice community; provided further, that not less than \$230,000 shall be expended to upgrade and provide municipal broadband services in low-income and underserved communities in the towns of Adams, Cheshire, Clarksburg, Florida, Hancock, Lanesborough, New Ashford, and Williamstown and the city of North Adams, of which, not less than \$40,000 shall be expended for the town of Florida; provided further, that not less than \$150,000 shall be expended to the city of Boston for enhancements to Meadow road in the Readville neighborhood of Boston to preserve and protect the Fowl meadow, an Area of Critical Environmental Concern; provided further, that not less than \$50,000 shall be expended for the replacement of the Upton street drainage system in the town of Millbury; provided further, that not less than \$200,000 shall be expended to close the broadband gap and help ensure equity and digital access within low-income neighborhoods and housing complexes, and to provide assistance for a digital coordinator within the city of Salem to work in close concert with schools, non-profits and community organizations to provide digital training, support for acquiring devices, and assistance with growing digital navigators across the community; provided further, that not less than \$100,000 shall be expended to the town of Hadley for department of public works trailers with adequate air filtration systems; provided further, that not less than \$50,000 shall be expended to initiate a water merger feasibility study in the town of Great Barrington; provided further, that not less than \$250,000 shall be expended for the city of Methuen to complete an engineering assessment for the Burnham road sewer pumping station, a 40-year-old facility in need of urgent repairs to prevent an infrastructure failure that would cause significant combined sewer overflows into the Merrimack river and dangerous sewage back-ups in several hundred homes; provided further, that not less than \$100,000 shall be expended for investments to

promote environmental justice through the cleanup of the brownfields site at the Prince Hall Grand Lodge in the Dorchester section of the city of Boston; provided further, that not less than \$225,000 shall be expended to the town of Pembroke toward the design, engineering, and construction of a new, ADA-complaint, Pembroke public safety building; **provided further, that not less than \$250,000 shall be expended for a study and design of sound walls for interstate-93 in the vicinity of the Mystic housing development in the city of Somerville;** provided further, that not less than \$250,000 shall be expended for the city of Methuen to complete an engineering assessment and needed infrastructure upgrades and repairs to the Riverside drive sewer main immediately adjacent to the Merrimack river in order to reduce sewer overflows into the river; provided further, that not less than \$100,000 shall be expended to Friends of West Springfield Park and Recreation for park infrastructure and conservation projects; provided further, that not less than \$50,000 shall be expended to the city of Westfield for an engineering analysis for the complete rehabilitation of the Little river levee; provided further, that not less than \$150,000 shall be expended on the cleaning of debris and sediment and the inspection and repair of all gates, especially the northern most gate as part of the water level control system, at Indian lake in the city of Worcester; provided further, that not less than \$2,000,000 shall be expended for PFAS treatment plants in the town of Easton; provided further, that not less than \$400,000 shall be expended for the town of Randolph toward design and construction of the Tri-Town Regional water treatment plant; provided further, that not less than \$150,000 shall be expended to the town of Stoneham for the study and planning of a public safety response facility; provided further, that not less than \$250,000 shall be expended for the town of Littleton for construction and upgrades to the town's sewer infrastructure; provided further, that not less than \$150,000 shall be expended for improvements to the Padanaram bridge to improve access to the Apponagansett recreational area in the town of Dartmouth; provided further, that not less than \$750,000 shall be expended for the replacement of an effluent generator at the wastewater treatment facility in the city of Chicopee; provided further, that not less than \$100,000 shall be expended for the installation of green infrastructure elements on Boston street in the city of Lynn to help improve water quality, mitigate flooding, and reduce the heat island effect; provided further, that not less than \$50,000 shall be expended for repairs for the Town Line brook floodgate between the cities of Malden and Revere; provided further, that not less than \$50,000 shall be expended for repair of Dunn road pump station; provided further, that not less than \$200,000 shall be expended for replacement of pump stations in the town of Swampscott to address combined sewer overflow; provided further, that not less than \$100,000 shall be expended for the Lynn water and sewer commission for a regional approach to address combined sewer overflow in the town of Swampscott and the city of Lynn; provided further, that not less than \$50,000 shall be expended for the Metro West Regional Transit Authority for the deployment of 2 micro-transit vehicles in the center of the town of Hudson, to provide in-town transportation with connection to fixed routes in the city of Marlborough for Saturday service; provided further, that not less than \$300,000 shall be expended for the town of Stow for the development and installation of new fire fighting water cisterns; provided further, that not less than \$400,000 shall be expended for the town of Bolton for the complete replacement of the culvert on Forbush Mill road; provided further, that not less than \$410,000 shall be expended for the town of Maynard for wastewater infrastructure improvement projects; and provided further, that not less than \$300,000 shall be expended for the Massachusetts Water Resources Authority to conduct a study evaluating the feasibility of expanding the authority's current service area to provide water and sewage collection, treatment, and disposal services to municipalities outside the authority's current service area..... \$100,000,000