



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 Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Middlesex Canal Association, Inc. (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART	
Legal Address: (W-9, W-4): 71 Faulkner Street North Billerica MA 01862-1540		Business Mailing Address: 10 Saint James Ave., 3rd Fl.	
Contract Manager: J. Jeremiah Breen	Phone: 978-688-4322	Billing Address (if different):	
E-Mail: jbreen5@verizon.net	Fax:	Contract Manager: Cyndy Gaviglio	Phone: 617-858-2711
Contractor Vendor Code: UC6000248265		E-Mail: cyndy.gaviglio@art.state.ma.us	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RF/Procurement or Other ID Number: FY22-FE-FE2-20778			
<p style="text-align: center;"><u> X </u> NEW CONTRACT</p> 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)		<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> 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): <u> X </u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> 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 new total if Contract is being amended). \$1,500			
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); ___ 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.) This is a grant of financial assistance for Riverfest 2022.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of March 01, 2022 , 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 June 30, 2022 , 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>5/10/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>J. Jeremiah Breen</u> Print Title: <u>PRESIDENT</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X:  Date: <u>5-18-22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>	

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: Middlesex Canal Association, Inc.

ADDRESS: 71 Faulkner Street North Billerica MA 01862-1540

BRIEF DESCRIPTION OF CONTRACT SERVICES (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance for Riverfest 2022.

APPLICATION #: FY22-FE-FE2-20778

TOTAL MAXIMUM OBLIGATION OF CONTRACT: \$1,500

CONTRACT START DATE: March 01, 2022

CONTRACT TERMINATION DATE: June 30, 2022

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **May 20, 2022**.

DATE ANNUAL OR FINAL REPORT IS DUE: July 31, 2022

PAYMENT: For Festival Grants, the Contractor will be reimbursed one hundred percent (100%) of the Contract amount upon receipt of a completed and authorized Contract. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES (if blank there are none):

ATTACHMENT B: Additional Terms & Conditions

1. SCOPE OF CONTRACT. The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY22 Festivals Program guidelines (the "Guidelines"), as posted on www.massculturalcouncil.org. The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES. The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS. The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

ATTACHMENT D
CREDIT and PUBLICITY AGREEMENT
between the
MASS CULTURAL COUNCIL and GRANTEES
Updated FY 2022

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to the leadership of the State House and their state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, visit <https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/>.

While we strongly encourage all grantees to conduct this kind of advocacy for public funding for the cultural sector, **recipients of CIP Portfolio and CIP Gateway grants must meet specific advocacy requirements in order to remain eligible for funding**. Review the Portfolio Guidelines or Gateway Guidelines for details.

2. CREDIT

Mass Cultural Council Credit Logo: Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

- a) Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.
- b) Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.
- c) Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.
- d) Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.
- e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.
- f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: MIDDLESEX CANAL ASSOCIATION, INC
CONTRACTOR VENDOR/CUSTOMER CODE:

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
<u>J. JEREMIAH BREEN</u>	<u>PRESIDENT</u>

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.

J. Jeremiah Breen
Signature

Date: 5/10/22

Title: PRESIDENT Telephone: 978 688 4322

Fax: NONE Email: JBREEN5@VERIZON.NET

[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.

**Request for Taxpayer
 Identification Number and Certification**

Give this Form to the
 requestor or the
 department you are doing
 business with.

▶ Online instructions at: macomptroller.org/wp-content/uploads/instructions_w-9.pdf

Print or type.
 See Specific Instructions on page 3.

1 Business name/Taxpayer (as shown on your income tax return). Name is required on this line; do not leave this line blank. MIDDLESEX CANAL ASSOCIATION, INC.	
2 Business name/disregarded entity name/dba, if different from above.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on Page 4): Exempt payee code (if any): _____ Exemption from FATCA reporting code (if any): _____ (Applies to accounts maintained outside the U.S.)
5 Legal Address (number, street, and apt. or suite no.) See instructions. 71 FAULKNER ST.	Requester's name and address (optional)
6 City, state, and ZIP code BILLERICA MA 01862	
7 Remittance Address (if different from Legal Address)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, on Page 5. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, on Page 5.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

Social security number [][] - [][] - [][][][] or Employer identification number 51-0176731	DUNS Number Please confirm with the state agency if this is required for vendors receiving federal funds. Unique Entity Identifier (SAM) As of April 4, 2022, all vendors that receive federal grant funds must submit their Unique Entity Identifier registered in the System of Awards Management (SAM).
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You check the following box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, on Page 5.

5. I am an active Commonwealth of Massachusetts state employee: (check one) Yes No

If yes, I certify compliance with the Massachusetts State Ethics Commission requirements at <https://www.mass.gov/ethics>.

Sign Here	Signature of U.S. person ▶	Date ▶
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**COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COMPTROLLER**

Electronic Funds Transfer (EFT) Authorization Agreement

Complete this form to enroll, modify, or terminate an existing in electronic funds transfer (EFT) agreement with the Commonwealth of Massachusetts Departments.

PART I: REASON FOR SUBMISSION – See Instructions on Page 2

New Enrollment Change Enrollment Cancel Enrollment Document Included: Voided Check Bank Letter

PART II: ACCOUNT HOLDER INFORMATION- See Instructions on Page 2

Account Holder Legal Name: <u>MIDDLESEX CANAL ASSOCIATION, INC</u>		DBA Name:	
Street Address: <u>71 FAULKNER ST</u>	City: <u>BILLERICA</u>	State: <u>MA</u>	Zip Code: <u>01862</u>
Account Holder Tax Identification Number (9 digits EIN or SSN)	EIN: <u>51-0176731</u>	SSN:	

PART III: FINANCIAL INSTITUTION INFORMATION- See Instructions on Page 2

Financial Institution Name: <u>CITIZENS BANK: CITIZENS FINANCIAL GROUP, INC.</u>		
Routing Number (only nine digits): <u>211070175</u>	Account Number: <u>1324554131</u>	Account Type (Checking or Saving): <u>Checking</u>

IF YOU ARE MODIFYING BANKING INFORMATION, YOU MUST INCLUDE YOUR OLD BANK INFORMATION OR YOUR REQUEST WILL BE RETURNED

Old Financial Institution Name:		
Old Routing Number (only 9 digits):	Old Account Number:	Old Account Type (Checking or Saving):

PART IV: VENDOR/CUSTOMER CONTACT INFORMATION: This is the person we will contact for any questions regarding this EFT – See Instructions on Page 2

Contact Person's Name: <u>J. JEREMIAH BREEN</u>	Contact Person's Title: <u>PRESIDENT</u>
Contact Person's Phone: <u>978 688 4322</u>	Contact Person's Email Address: <u>JBREEN5@VERIZON.NET</u>

PART V: AUTHORIZATION- See Instructions on Page 2

By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the Commonwealth of Massachusetts to initiate, change, or cancel credit entries to the account(s) as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

- I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account.
- I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller (CTR) has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

Account Holder must sign and mail this EFT form and include a confirmation of account information on bank letterhead or a void check and mail to the Commonwealth Department you are doing business with.

Account Holder Authorized Signature: <u>J. Jeremiah Breen</u>	Print Name: <u>J. JEREMIAH BREEN, PRESIDENT</u>	Date: <u>5/10/22</u>
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Online Banking | Citizens

Check Image

MIDDLESEX CANAL ASSOCIATION, INC.
32 LAWRENCE ST.
WILMINGTON, MA 01887

5-7017/2110

600

DATE APRIL 25, 2022

PAY TO THE ORDER OF FAULKNER MILLS CORP. \$ 1700 ⁰⁰/₁₀₀
ONE THOUSAND SEVEN HUNDRED AND ^{NO}/₁₀₀ DOLLARS



MEMO MAY 2022 MUSEUM RENT Russell B Silva
0600 TREASURER

⑆ 211070175⑆ ⑆324554131⑆ 0600

FOR DEPOSIT ONLY
ACCOUNT # 161792

BOFD>011302742<
For Remote Deposit Only
101792 2022-04-29
4459102904

This is an image of an item (check, substitute check, or debit memo) which has posted to your account. Items resulting in a non-sufficient funds situation may not have been paid. Unpaid items will show as a credit item in your account history on the business date following the date the item was presented.