

NUMBER

11-2017

FEE

25.00

THE COMMONWEALTH OF MASSACHUSETTS

Town of Charlemont

This is to Certify that The Academy at Charlemont

NAME

1359 Route 2, Charlemont Martha Tirk

ADDRESS

IS HEREBY GRANTED A LICENSE

For One day wine and malt license November 4, 2017  
5:00 P.M. to 9:00 P.M.

Hobbs Hall - Recital Hall and Foyer

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires November 4, 2017 unless sooner suspended or revoked.

October 16 2017

FORM 433 H&W HOBBS & WARREN™

Requesting Fee  
waiver

TOWN OF CHARLEMONT  
Board of Selectmen  
157 Main Street  
P.O. Box 677  
Charlemont, MA 01339

APPLICATION FOR SPECIAL LIQUOR LICENSE

Date: 10-3-17

Fee: \$25.00

To the licensing authorities:

The undersigned hereby applies for a (circle one) Special Wine and Malt License / Special All Alcohol License  
With the provisions of the Statutes relating thereto: Note: Only Non-profits eligible for All Alcohol License

Name of Organization

Address

The Academy at Charlemont

1359 Route 2 Charlemont MA 01339

Name of Applicant (s), Address & Telephone number  
(Individual serving as <sup>agent</sup> for event)

MARTHA TINK c/o The Academy at Charlemont 1359 Route 2 Charlemont, MA 01339

PHONE: 413-339-4912 x 113

Date(s) for which license is requested: November 4, 2017

Hours of sales: 5-9 PM

Event for which license is requested: Annual Coenucopia Auction & Social

Profit or non-profit? Non profit

Location of Event: Hobbs Hall - Recital Hall and Foyer

Designated area to which alcohol will be contained: (above)

**LIABILITY DISCALAINER FOR SPECIAL ONE DAY LICENSES**

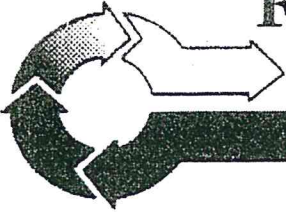
By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Charlemont and the Board of Selectmen as local licensing authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

**EVENTS HELD ON TOWN PROERTY\***

Permission from the Parks and Recreation Commission must be received if the event will be held at the Fairgrounds or Tennis Courts.

An insurance certificate with liquor liability, naming the Town of Charlemont as additionally insured, must be received by the Town before the license will be issued.

REDUCTION  
RECYCLING  
COMPOSTING  
DISPOSAL



# Franklin County Solid Waste Management District

50 Miles Street, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786  
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

## MEMORANDUM

RECEIVED  
OCT 02 2017

To: Town Boards  
From: Jan Ameen, Executive Director  
Date: September 27, 2017  
RE: DEP Grant Agreement

Please find enclosed the DEP grant agreement for this fiscal year's grant award. I've listed below the title(s) of the individual(s) authorized to sign this contract. It doesn't matter who is in that position now. DEP's protocol refers to "position title" not an individual name.

Sign and date the agreement and return to me at the District office by November 1st. I will copy and mail them to DEP. Typically, DEP sends me an electronic co-signed copy which I will forward to you for your records.

If you have any questions, please call me at 772-2438 or email me at fcswmd@crocker.com.

Town: *Charlton*

Grant Award: \$ *4200*

Official(s) authorized to sign contract: *BOS chair*



**RECYCLING DIVIDEND PROGRAM CONTRACT (“RDP Contract”)  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)**

AND THE Town of Charlemont (“Municipality”)

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program (“RDP”). The Municipality has earned a payment of \$4,200.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and it rewards communities with model recycling and waste reduction programs.

**Duration:** The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

**RESPONSIBILITIES OF THE MUNICIPALITY**

1. **Authority:** The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. **Commonwealth Terms and Conditions:** The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality’s executed Master Service Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP’s right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Municipality has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.
5. **Buying Recycled Products:** The Municipality has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy during the term of the RDP Contract. **Proof of annual buy recycled policy staff notification is required for all SMRP grant applications.**



6. RDP Payment Calculation: MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *Section 7 – Program Criteria* and *Appendix A – Criteria Performance Standards* describe in detail the conditions for earning points.

Trash HH Served	Value of Each Point	Minimum Payment	Maximum Payment
1 - 1,999	\$350	\$2,100	\$8,050
2,000 - 4,999	\$600	\$3,600	\$13,800
5,000 - 7,499	\$1,100	\$6,600	\$25,300
7,500 - 9,499	\$1,300	\$7,800	\$29,900
9,500 - 12,499	\$1,800	\$10,800	\$41,400
12,500 - 16,999	\$3,000	\$18,000	\$69,000
17,000 - 24,999	\$3,500	\$21,000	\$80,500
25,000 - 31,999	\$4,000	\$24,000	\$92,000
32,000 - 99,999	\$6,500	\$39,000	\$149,500
100,000 +	\$10,000	\$60,000	\$230,000

7. Program Criteria: The Municipality, through its RDP application, certifies that all points earned are for programs that were in place no later than June 14, 2017 and that these programs fully meet the performance standard set forth in *Attachment A – Criteria Performance Standards*. *Section 13 – RDP Payment Calculation* lists the program criteria for which the Municipality has earned points, and upon which the Municipality’s payment was calculated.
8. Use of Funds: RDP Payments shall be expended on approved equipment and activities, listed below, to enhance the performance of the Municipality’s waste reduction programs. Use of a dedicated account or revolving account is recommended but not required. Funds do not have to be spent in the fiscal year received, and may be carried over to future years and accumulated to fund a larger eligible expense or project.

Approved Equipment and Activities (See Grant Guidance for details and examples):

- a. Recycling carts, bins, and/or other recycling collection containers and signage;
- b. Compost bins, kitchen scrap buckets, carts and other collection containers for food waste/organics;
- c. Environmentally Preferred Products including rain barrels and purchases from state contract FAC85 Categories: 1, 2, 3, 5C, 5E, 5F, 5H, and 7. Compostable foodservice ware may be purchased from GRO29;
- d. Incremental operating costs for a new organics diversion program;
- e. Roll-off containers, compactors and balers for the collection of materials for reuse or recycling;
- f. Cost to host a second or subsequent household hazardous waste collection event; conditions apply (see Grant Guidance);

- g. Dedicated Waste Reduction Enforcement Coordinator (must spend designated time each week on enforcement). Mandatory recycling must be codified in regulation, ordinance or bylaw and must include a fine for non-compliance. Municipalities receiving a Waste Reduction Enforcement Coordinator (WREC) SMRP grant may not use RDP funding as part of the matching funds requirement;
  - h. Costs associated with the collection and recycling of materials listed in the CHARM section of the RDP grant application;
  - i. Establishing and/or maintaining a municipally operated swap shop;
  - j. Recycling collection infrastructure and recycling site improvements at schools and drop-off locations with prior approval from MassDEP;
  - k. Recycling outreach and educational tools and materials listed and described in the Approved Equipment and Activities section of the Recycling Dividends Program (RDP) Grant Guidance;
  - l. Costs associated with implementing or maintaining a Pay-As-You-Throw (PAYT) program;
  - m. Funds to enhance school recycling and composting programs;
  - n. School chemical disposal;
  - o. Reusable trays for cafeterias, small compostable cups, reusable bags, reusable water bottles;
  - p. Funding up to \$750 annually for recycling related conferences and memberships.
  - q. \$2000 per year on items containing **post-consumer** recycled products procured from specific State Contracts listed in the SMRP Grant Guidance.
9. Record Keeping: The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits each year to ensure compliance with this Contract.
10. Reporting: By February 15<sup>th</sup> of each year, for the duration of the Contract, the Municipality shall submit the Recycling and Solid Waste survey and the Recycling Dividends Program Annual Report through its ReTRAC Connect™ account. Failure to comply with these reporting requirements will jeopardize future grant awards and RDP payments.
11. Environmental Compliance: The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in full compliance with all applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.
12. Addendums: Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

13. RDP Payment Calculation:

The Municipality's payment has been calculated as follows:  
(Value of each point) x (Total RDP Points)

a. Solid Waste Program	4
b. Swap Shop	2
c. Organics	0
d. Bulky Items	1
e. Yard Waste	0
f. Household Hazardous Waste	2
g. Center for Hard to Recycle Materials	2
h. Hauler Regulation Enforced	0
i. Private Hauler and Business Access	0
j. Comprehensive Hauler Regulation Adopted	0
k. Outreach and Education	0
l. <u>Textile Bonus Point</u>	<u>1</u>
 TOTAL RDP POINTS	 12

VALUE OF EACH POINT \$350

RDP PAYMENT AMOUNT \$4,200

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

**COMMONWEALTH OF MASSACHUSETTS**

By: \_\_\_\_\_ (Date)  
Greg Cooper, Division Director  
Bureau of Air and Waste  
Department of Environmental Protection

Town of Charlemont

By: \_\_\_\_\_ (Date)  
(Signature and Title)

\_\_\_\_\_  
(Print Name)





OFFICE OF THE GOVERNOR  
**COMMONWEALTH OF MASSACHUSETTS**  
STATE HOUSE • BOSTON, MA 02133  
(617) 725-4000

**CHARLES D. BAKER**  
GOVERNOR

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

September 20, 2017

Dear Ms. Peg Dean,

Congratulations! I am pleased to notify you that the Town of Charlemont has been awarded a Recycling Dividends Program grant of \$4,200 through the Sustainable Materials Recovery Program. I want to thank you for your commitment to reducing waste and increasing recycling for the benefit of our communities and the environment.

Enclosed you will find further instructions from the Department of Environmental Protection on next steps. Please feel free to contact Tina Klein at 617-292-5704 if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

A handwritten signature in blue ink that reads "Charles Baker".

A handwritten signature in blue ink that reads "Karyn Polito".



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Matthew A. Beaton  
Secretary

Martin Suuberg  
Commissioner

September 20, 2017

Ms. Peg Dean  
Town Administrator  
Town of Charlemont  
P.O. Box 677, 157 Main Street  
Charlemont, MA 01339

Dear Ms. Dean,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Charlemont Recycling Dividends funds under the Sustainable Materials Recovery Program. The Town of Charlemont has earned 12 points and will receive \$4,200.

Please note, awards for the following grant categories are being evaluated (Mattress Recycling Initiative, SMART/PAYT, Curbside Recycling/Food Waste Carts, Drop-off Equipment, School Recycling Assistance, Waste Reduction Enforcement Coordinator, Waste Reduction Projects, Organics Capacity Projects) and will be announced separately.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

The key dates and deadlines specific to your award are summarized in the enclosed Checklist. The detailed terms and conditions are specified in the RDP Contract which has been mailed to the Recycling Contact of record for your municipality, copied below. The Recycling Contact will facilitate getting this document signed by an Authorized Signatory and will return it to MassDEP. Once received, the RDP Payment will be remitted to your municipality. Should you have any questions, please call Tina Klein at 617-292-5704.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

Martin Suuberg  
Commissioner

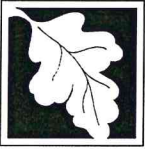
cc: Jan Ameen, Franklin County Solid Waste Management District

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

Printed on Recycled Paper



where is the accompanying contract?

Checklist for Recycling Dividends Program

**This document contains important grant deadline**

**STEP ONE: EXECUTING THE CONTRACT**

It is the responsibility of the municipal Recycling Contact to ensure the RDP Contract is signed by an individual currently holding one of the Titles listed on page 1 of the enclosed Authorized Signatory Listing form, which your municipality filed with MassDEP in the spring of 2017. If the person(s) listed on the form has changed (for example, a new Mayor has been elected), the municipal official with the same title may sign the RDP Contract. A new Authorized Signatory Listing form IS NOT REQUIRED.

For reference, a copy of your Authorized Signatory Listing has been sent to the municipal Recycling Contact.

*The signed original RDP Contract must be returned to the address listed below **no later than December 31, 2017 or funds will be forfeited.***

**STEP TWO: TRACK EXPENDITURES BY APPROVED EXPENSE CATEGORY**

- This is not a reimbursement-based grant. Your award payment will be processed as soon as the RDP Contract is returned.
- However, you are required to keep track of approved expenditures, by expense categories. See Section 8 – Use of Funds, for a list of approved expense categories, and Section 9 for record keeping requirements.
- Be prepared to be audited.

**STEP THREE: REPORT EXPENDITURES AND REMAINING BALANCE**

- Funds do not need to be spent in the fiscal year awarded; they may be accumulated across fiscal years in order to make a larger purchase than is possible with one year's award. The municipality is required to report all expenditures from the previous calendar year no later than February 15<sup>th</sup>.

**Contact Dawn Quirk with any questions:** 617-292-5557 or Dawn.Quirk@state.ma.us

**Return completed documents to:** Dawn Quirk, MassDEP, Consumer Programs, One Winter Street, 7<sup>th</sup> Floor, Boston, MA 02108





Franklin Regional  
Council of Governments

RECEIVED  
OCT 06 2017

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October 4, 2017

Arthur and Lisa Belanger  
1753 Route 2  
Shelburne Falls MA 01370

Dear Mr. and Mrs. Belanger:

We have received your application to install a pole mounted solar array at the Country Aire Campground at 1753 Route 2, Charlemont MA. At this time, we must deny the application. According to the Charlemont Zoning Bylaws, Section 32.2, a Special Permit from the Charlemont Planning Board is required for solar installations that are accessory to a commercial use. Therefore, before the building permit can be issued, I must direct you to the Charlemont Planning Board to apply for a Special Permit.

If you do receive a Special Permit, it must be submitted to the Town Clerk for a 20-day appeal period. If no appeals are filed, you must pick up a certified copy of the Decision from the Town Clerk, record it in the Franklin County Registry of Deeds, and submit a recorded copy of the Decision to this office.

If you are aggrieved with this decision you may appeal to the ZBA, as provided in MGL Chapter 40A, Section 8. If you have any questions, you may contact me at 413-774-3167 x110, or at [jcerone@frcog.org](mailto:jcerone@frcog.org).

Sincerely,

James Cerone  
Building Inspector

JC/pl

cc: Select Board  
Planning Board  
Thomas Caccavaro



# Franklin Regional Council of Governments

RECEIVED  
SEP 28 2017

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September 26, 2017

Bill Childs  
229 Wisdom Way  
Greenfield MA 01301

RE: 91 Main Street, Charlemont, MA

Dear Mr. Childs:

A complaint filed with my office from the Town of Charlemont and the Charlemont Highway Superintendent resulted in a meeting/inspection with the Highway Superintendent on Monday, September 25, 2017. This inspection revealed an enormous and unacceptable amount of erosion of a town road, Harmony Lane, caused by your excavation at 91 Main Street, for a retaining wall, exceeding four feet in height, which has not been permitted by my office. This excavation must stop immediately. You must first consult directly with the Highway Superintendent, and with his direction, the road width must be properly shored up. This is your responsibility. To allow the eroded road support to remain in its current state is dangerous.

According to the Charlemont Zoning Bylaws, Section 34.3 (copy enclosed), construction on slopes in excess of 25% is permitted only by Special Permit from the Planning Board. Therefore, in order to construct the retaining wall, you must apply for a building permit and obtain a Special Permit from the Charlemont Planning Board. The building permit can be applied for online at [www.fccip.org](http://www.fccip.org).

If you do receive a Special Permit, it must be submitted to the Town Clerk for a 20-day appeal period. If no appeals are filed, you must pick up a certified copy of the Decision from the Town Clerk, record it in the Franklin County Registry of Deeds, and submit a recorded copy of the Decision to this office.

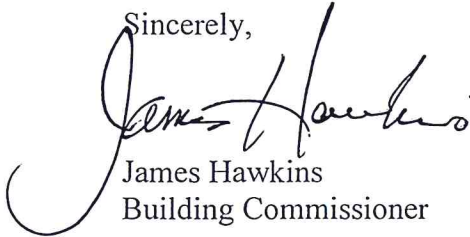
Also, a retaining wall of this height and importance must be engineered. Your current plan to stack railroad ties must be designed by an engineer. Please submit those drawings when you apply for the building permit, if you decide to follow through with a retaining wall.

This is also a legal issue for you with the Town of Charlemont, as you have undermined a town road. As previously mentioned, you must rectify and clarify your plan with the Town of Charlemont first.

If you are aggrieved with this decision you may appeal to the ZBA, as provided in MGL Chapter 40A, Section 8.

If you have any questions, you can reach me at 413-774-3167 x 113, or at [jhawkins@frcog.org](mailto:jhawkins@frcog.org).

Sincerely,

A handwritten signature in black ink that reads "James Hawkins". The signature is written in a cursive style with a large, sweeping initial "J".

James Hawkins  
Building Commissioner

JH/pl

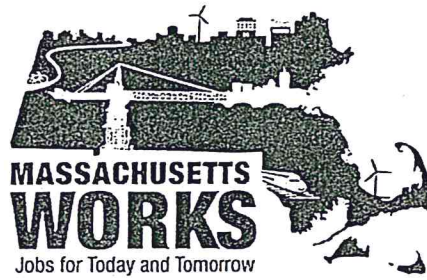
cc: Select Board  
Highway Superintendent  
Planning Board

Enclosure



# MassWorks Infrastructure Program

## Monthly Invoice Form



[www.mass.gov/infrastructure](http://www.mass.gov/infrastructure)

This request for payment cover sheet should be filled out and submitted with the invoices for which you are requesting reimbursement. Request for reimbursement will not be processed without the request for payment cover sheet.

***To be completed by the Public Entity:***

Name of Public Entity: Town of Charlemont Date completed: 10-6-2017

Project Title: Town of Charlemont bridge repairs project

MMARS Doc Id: 17CHARLEMONTBRIDGERP

Person preparing request: Peg Dean, Town Administrator

Total amount of invoices: 3; Number of invoices attached: 3

If payment already made, amount paid: \$165,742.32

The chart below should include overall project spending information.

	Amount of This Invoice	Amount To Date (grant only)
Study Phase Funding		
Design & Engineering Funding		(\$441 + \$56,057 + 28,202.50) = \$84,700.50
Construction Funding	156,777.50 + \$6,664.82 = 163,442.32	(\$21,480 + \$156,777.50 + \$6,664.82) = \$184,922.32
Other (i.e. legal, permits etc.) – bid phase	2300	(\$1,686 + \$762 + 16,000 + \$50 + \$2300) = \$20,798
<b>TOTAL</b>	<b>165,742.32</b>	<b>\$290,420.82</b>

The chart below is an interactive chart that can be clicked on in order to add the information requested.

Invoice Date	Payee	Invoice Amount	Dates Covered	Services
10/6/17	J.H. Maxymillian	\$156,777.50	9/1/17 – 9/30/17	Construction Funding
10/04/17	Gill Engineering	\$2,300	07/01/17 – 09/01/17	Other: bid phase
10/04/17	Gill Engineering	\$6,664.82	9/1/17 – 9/30/17	Construction Funding
<b>TOTAL</b>		<b>\$165,742.32</b>		

*The total in the line above should not factor in retainage, only the total amount of invoices submitted in this request for reimbursement.*

Below, please provide a brief summary of the work completed since the commencement of the project (if this is the first request for reimbursement) or since the last request for reimbursement. All invoices submitted should accurately reflect the work completed and not deviate from the scope of services provided in Article 7 of Attachment A of the Contract.

The Town of Charlemont bridge repairs projects includes repairs to three bridges. The first bridge is complete. The next two bridges were bid out, and the winner was the lowest bidder, J.H. Maxymillian at \$\$652,183.25. These bridges are now under construction, with repairs being completed by February, and the paving completed in the Spring\*.

\*--submitting a request to amend the contract form.

Have scheduled milestones passed since the last request for payment?

No (skip bullet questions below)      Yes (proceed to bullet questions below)

- Have milestone(s) been met? Yes, however submitting a request to amend the contract end date from 02-17 to 06-17, to complete paving in Spring.
- If no, attach a description of how and why the timeline has changed.
- If no, attach a description of what is being done to get back on track with the timeline.

**Check this box if this is the final payment request as further detailed in the Project Closeout Certification Form (Exhibit E).**

Please attach a separate sheet listing any additional issues or concerns the Executive Office of Housing and Economic Development should be made aware of in regards to said infrastructure project.

By signing below, I, Peg Dean certify that the expenditures enumerated by this request are in accordance with the Contract, and the funds disbursed by the MassWorks Infrastructure Program shall only be used to pay for the invoices and contractors submitted.

---

Signature of person preparing request

Date



01339

---

INCORPORATED 1765

Office of the Select Board  
157 Main Street  
Charlemont, MA 01339  
October 6, 2017

Nathaniel Thomas  
Executive Office of Housing and Economic Development  
1 Ashburton Place, Room 2101  
Boston, MA 02108

Re: Formal request for a contract amendment to 17CHARLEMONTBRIDGERP

Dear Mr. Thomas,

The contract end date for this contract is 02-28-18. The Town of Charlemont asks that you extend the contract to 06-30-18. We ask that you accept this proposed amendment to allow the construction company to finish its repairs by 02-28-18 and complete the paving in the Spring during more favorable weather.

Please advise whether the Town will be granted this contract extension.

--Sent on behalf of the Select Board

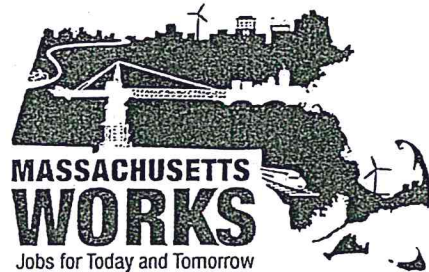
Sincerely,

Peg Dean, MPA  
Town Administrator  
**Proudly serving the Town of Charlemont**  
(413) 339-4335 X 8  
[administrator@townofcharlemont.org](mailto:administrator@townofcharlemont.org)





Exhibit D



# MassWorks Infrastructure Program Contract Amendment Request Form

[www.mass.gov/infrastructure](http://www.mass.gov/infrastructure)

## Steps to Request for Amendment

Request for amendment should include the following:

1. Letter which includes a formal request for a contract amendment and outlines the reasons why a contract amendment is needed.
2. Please attach this form to the formal amendment request letter and provide the information requested below.

\*Note: A request for amendment should not be considered approved until an amendment is executed by all parties to the original grant contract.

**Public Entity:** Town of Charlemont

**Project Name:** Town of Charlemont bridge repairs project

**Contact Name:** 17CHARLEMONTBRIDGERP **Contact Number:**

**Total Contract Amount:** \$949,000

**Total funds unspent in FY17 to be rolled over to FY18:** \$852,574.

**Amount remaining in grant contract:** \$658,579 as of the October 6, 2017 submission form 5 requesting reimbursement for 165,742.32.

**The contract for this project expires on:** 02-28-18.

**A contract extension is requested until:** 06-30-17.

**Explanation of why a contract amendment is needed:**

The Town of Charlemont asks that you accept this proposed amendment to allow the construction company to finish its repairs by 02-28-18 and complete the paving in the Spring during more favorable weather.

Is the remaining grant contract funding enough to cover the costs of completing the project? Yes

If no, please list all additional funding sources including any additional (current) requests for MassWorks Grant Program Funding in the space below:

Description of the scope of work to be completed with the remaining grant funds:

--Remainder of construction on both C-05-034 and C-05-047.

Revised Drawdown Schedule:

<u>Month/Quarter</u>	<u>Invoice Amount</u>
▪ 09/17	\$165,742.32
▪ 10/17	\$203,709.66
▪ 11/17	\$203,709.66
▪ 05/17	\$203,709.66
▪ Total:	\$776,871.30
▪ Retainage (5%)	(\$949,000 * .05=) \$47,450

Revised Milestones are as follows:

- 07/17            – Design complete
- 08/17            – Bid opening
- 08/17            – Award contract
- 09/17            – Construction start date
- 10/17            – 25% complete
- 10/17            – 50% complete
- 11/17            – 75% complete
- 05/17            – 100% complete

CERTIFICATION

By signing below, I, \_\_\_\_\_, as an authorized signatory of the Public Entity or a designee of an authorized signatory, submit this form and certify that the information I have entered is accurate



Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_



**J.H. MAXYMILLIAN, INC.**  
GENERAL CONTRACTING

**INVOICE FOR PAYMENT**

PROJECT: TOWN OF CHARLEMONT ROUTE 8A BRIDGE REPAIRS	CONTRACTOR: J.H. MAXYMILLIAN, INC. 1801 EAST STREET PITTSFIELD, MA 01201 PHONE: (413) 499-3050 FACSIMILE: (413) 443-0511	JHM PROJECT NO.: 17032  CONTRACT NO.:
TO (OWNER): TOWN OF CHARLEMONT 157 MAIN STREET CHARLEMONT, MA 01339	APPLICATION DATE: 05-Oct-17	APPLICATION NO: 17032-01
ATTN: PEG DEAN MPA - TOWN ADMINISTRATOR	PERIOD FROM: 01-Sep-17	TO: 30-Sep-17

CHANGE ORDER SUMMARY	
NET CHANGE BY CHANGE ORDERS	\$0.00

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM .....	\$ 652,183.25
Net Change by Change Orders (To Date) .....	\$ -
CONTRACT SUM TO DATE .....	\$ 652,183.25
<hr/>	
TOTAL COMPLETED AND STORED TO DATE .....	\$ 156,777.50
(Column I on Continuation Sheet)	
RETAINAGE <u>0%</u> .....	\$ -
TOTAL EARNED LESS RETAINAGE .....	\$ 156,777.50
LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$ -
<b>CURRENT PAYMENT DUE .....</b>	<b>\$ 156,777.50</b>

The undersigned contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown is now due.

Contractor: J.H. MAXYMILLIAN, INC.

*Karen M. Ross* <sup>ME</sup>

By: Karen M. Ross                      Date: 05-Oct-17  
Accounts Receivable Manager

In accordance with the contract and this Invoice for Payment the contractor is entitled to payment in the amount shown above.

Engineer: GILL ENGINEERING

\_\_\_\_ OWNER  
\_\_\_\_ ARCHITECT  
\_\_\_\_ CONTRACTOR

BY: *Paul E. Phelps* RE

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

*10-6-17*



BACKUP FOR APPLICATION NO.: 17032-01

PROJECT NAME: TOWN OF CHARLEMONT ROUTE 8A BRIDGE REPAIRS

PERIOD ENDING: 9/30/2017

J.H. MAXYMILLIAN, INC.  
GENERAL CONTRACTING

BID ITEM NO.	DESCRIPTION OF WORK	ORIG. EST. QTY.	UNIT	UNIT BID PRICE	CONTRACT VALUE	QUANTITY/PERCENTAGE			STORED MATL'S	VALUE	
						PREVIOUS QTY/%	CURRENT QTY/%	QTY/% TO DATE		PREVIOUS VALUE	CURRENT VALUE
	<b>BASE CONTRACT</b>										
114.110	Partial Demolition of Superstructure of Bridge No. C-5-34 & C-5-47	1.00	LS	84,000.00	84,000.00	0.00%	50.00%	50.00%		0.00	42,000.00
127.000	Concrete Substructure Excavation	20.00	CY	2,000.00	40,000.00	0.00	6.38	6.38		0.00	12,760.00
450.900	Contractor Quality Control	70.00	TON	6.00	420.00	0.00	0.00	0.00		0.00	0.00
452.000	Asphalt Emulsion for Tack Coat	20.00	GAL	20.00	400.00	0.00	0.00	0.00		0.00	0.00
453.000	HMA Joint Sealant	245.00	FT	8.70	2,131.50	0.00	0.00	0.00		0.00	0.00
455.710	Superpave Bridge Protective Course - 12.5 (SPC-B-12.5)	55.00	TON	175.00	9,625.00	0.00	0.00	0.00		0.00	0.00
472.000	Hot Mix Asphalt for Miscellaneous Work	10.00	TON	200.00	2,000.00	0.00	0.00	0.00		0.00	0.00
482.310	Sawing & Sealing Joints in Asphalt Pavement at Bridges	140.00	FT	47.00	6,580.00	0.00	0.00	0.00		0.00	0.00
504.000	Granite Curb Type VA4 - Straight	96.00	FT	50.00	4,800.00	0.00	0.00	0.00		0.00	0.00
602.000	Guardrail Post - Steel	15.00	EA	156.00	2,340.00	0.00	0.00	0.00		0.00	0.00
602.100	Guardrail Post - Wood	44.00	EA	167.00	7,348.00	0.00	0.00	0.00		0.00	0.00
603.300	Guardrail Offset Block for Steel Post - W Beam	15.00	EA	10.00	150.00	0.00	0.00	0.00		0.00	0.00
603.600	Guardrail Offset Block for Wood Post - Thrie Beam	44.00	EA	23.00	1,012.00	0.00	0.00	0.00		0.00	0.00
604.000	W Beam Guard Panel	6.00	EA	355.00	2,130.00	0.00	0.00	0.00		0.00	0.00
604.100	Thrie Beam Guard Panel	26.00	EA	363.00	9,438.00	0.00	0.00	0.00		0.00	0.00
627.100	Steel W Beam Terminal Section (Single-Faced)	1.00	EA	58.00	58.00	0.00	0.00	0.00		0.00	0.00
627.300	Steel Thrie Beam Terminal Section (Single-Faced)	4.00	EA	98.00	392.00	0.00	0.00	0.00		0.00	0.00
627.600	Steel Highway Guard Transition Beam	4.00	EA	150.00	600.00	0.00	0.00	0.00		0.00	0.00
852.000	Safety Signing for Traffic Management	380.00	SF	15.00	5,700.00	0.00	457.00	457.00		0.00	6,855.00
853.211	Temporary Barrier Removed and Reset	345.00	FT	20.00	6,900.00	0.00	0.00	0.00		0.00	0.00
853.330	Temporary Barrier - Limited Deflection (TL-3)	370.00	FT	75.00	27,750.00	0.00	370.00	370.00		0.00	27,750.00
853.501	Temporary Impact Attenuator Remove and Reset	2.00	EA	1,500.00	3,000.00	0.00	0.00	0.00		0.00	0.00
853.520	Temporary Impact Attenuator (TL-2)	3.00	EA	6,500.00	19,500.00	0.00	0.00	0.00		0.00	0.00
854.016	Temporary Pavement Markings - 6 inch (Painted)	850.00	FT	1.50	1,275.00	0.00	90.00	90.00		0.00	135.00
854.100	Pavement Marking Removal	625.00	SF	1.75	1,093.75	0.00	0.00	0.00		0.00	0.00
856.120	Portable Changeable Message Sign	200.00	DAY	25.00	5,000.00	0.00	100.00	100.00		0.00	2,500.00
859.000	ReflectORIZED Drum	2,350.00	DAY	0.30	705.00	0.00	575.00	575.00		0.00	172.50
905.000	4000 PSI 3/8 INCH, 660 Cement Concrete	20.00	CY	2,750.00	55,000.00	0.00	3.62	3.62		0.00	9,955.00
910.100	Steel Reinforcement for Structures - Epoxy Coated	720.00	LB	3.00	2,160.00	0.00	240.00	240.00		0.00	720.00
912.400	Drilled and Grouted #4 Dowels	399.00	EA	50.00	19,950.00	0.00	144.00	144.00		0.00	7,200.00



BACKUP FOR APPLICATION NO.: 17032-01

PROJECT NAME: TOWN OF CHARLEMONT ROUTE 8A BRIDGE REPAIRS

PERIOD ENDING: 9/30/2017

J.H. MAXYMILLIAN, INC.  
GENERAL CONTRACTING

BID ITEM NO.	DESCRIPTION OF WORK	ORIG. EST. QTY.	UNIT	UNIT BID PRICE	CONTRACT VALUE	QUANTITY/PERCENTAGE			STORED MAT'L'S	PREVIOUS VALUE	VALUE	
						PREVIOUS QTY/%	CURRENT QTY/%	QTY/% TO DATE			CURRENT VALUE	VALUE TO DATE
	<b>BASE CONTRACT</b>											
992.100	Alteration to Bridge Structure No. C-5-34 & C-5-47:	1.00	LS	304,425.00						0.00	0.00	40,080.00
904.400	4000 PSI 3/4 Inch, 585 HP Cement Concrete	45.00	CY	1,917.44	86,285.00	0.00%	13.17%	13.17%				
910.200	Steel Reinforcement for Structures - Epoxy Coated	15,500.00	LB	3.00	46,500.00	0.00	4340.00	4340.00				
960.100	Structural Steel M270 Grade 50 Painted	20,500.00	LB	4.00	82,000.00	0.00	6765.00	6765.00				
965.200	Membrane Waterproofing for Bridge Decks - Spray Applied	2,410.00	SF	20.00	48,200.00	0.00	0.00	0.00				
975.700	Metal Bridge Railing 10 Gauge Thrie Beam	224.00	FT	185.00	41,440.00	0.00	0.00	0.00				
994.010	Temporary Protective Shielding Bridge No. C-5-34 & C-5-47	1.00	LS	9,300.00	9,300.00	0.00%	50.00%	50.00%		0.00	4,650.00	4,650.00
999.001	Traffic Police - Allowance	1.00	ALL	5,000.00	5,000.00	0.00%	40.00%	40.00%		0.00	2,000.00	2,000.00
999.300	Materials Inspection, Sampling, Testing Services	1.00	ALL	12,000.00	12,000.00	0.00%	0.00%	0.00%		0.00	0.00	0.00
	<b>BASE CONTRACT TOTALS</b>				\$ 652,183.25					\$ -	\$ 156,777.50	\$ 156,777.50

**Backup for Invoice for Payment #17032-01  
Town of Charlemont  
Rt. 8A Bridge Repairs  
Item 999.001 Traffic Police Allowance**

<b>Date</b>	<b>Invoice</b>	<b>\$\$\$</b>
9/6/17	9/8/17	\$ 400.00
9/7/17	9/8/17	\$ 400.00
9/8/17	9/8/17	\$ 400.00
9/11/17	9/13/17	\$ 400.00
9/12/17	9/13/17	\$ 400.00
<b>Total</b>		<b>\$2,000.00</b>



**TOWN OF CHARLEMONT**  
**CHARLEMONT POLICE DEPARTMENT**  
 P O BOX 251  
 CHARLEMONT, MA 01339

Maxymillian Technologies  
 1801 East St.  
 Pittsfield, MA 01201

September 08, 2017

Traffic Control Rte 8A North Bridges

DATE RECEIVED	
REFERENCE #	
P.O. #	
VENDOR #	
G/L PERIOD	
INV. DATE	
ACCT. #	501600
JOB NO.	17032
PHASE NO.	999.001
DESCRIPTION	
AMOUNT	
TRANSACTION #	

Wednesday	Sept. 06	Sgt. Melinda Herzig	8 hrs x \$ 50.00 per hr	\$ 400.00
Thursday	Sept. 07	Sgt. Melinda Herzig	8 hrs x \$ 50.00 per hr	\$ 400.00
Friday	Sept. 08	Sgt. Melinda Herzig	8 hrs x \$ 50.00 per hr	\$ 400.00

Cruiser Fee:

\$ 1,200.00

Please make check payable to: Town of Charlemont

Respectively;

Chief Jared Bellows  
 Charlemont Police Department

Sept. 08, 2017

cc MASS DOT

*OK TO PAY*  
*\$ 1200<sup>00</sup>*  
*Paul Phelps*  
*RE.*  
 9-21-17

**TOWN OF CHARLEMONT**  
**CHARLEMONT POLICE DEPARTMENT**  
P O BOX 251  
CHARLEMONT, MA 01339

Maxymillian Technologies  
1801 Eastr St.  
Pittsfield, MA 01201

September 13, 2017

Traffic Control Rte 8A North Bridges

DATE RECEIVED
REFERENCE #
P.O. #
VENDOR #
G/L PERIOD
INV. DATE
ACCT. # 501600
JOB NO. 17032
PHASE NO. 999.001
DESCRIPTION
AMOUNT
TRANSACTION #

Monday Sept. 11 Sgt. Melinda Herzig 8 hrs x \$ 50.00 per hr \$ 400.00

Tuesday Sept. 12 Sgt. Melinda Herzig 8 hrs x \$ 50.00 per hr \$ 400.00

Cruiser Fee:

\$ 800.00

Please make check payable to: Town of Charlemont

Respectively;

Chief Jared Bellows  
Charlemont Police Department

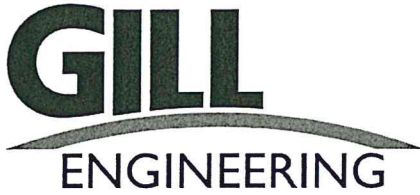
Sept. 13, 2017

cc MASS DOT

*OK To Pay \$800.00*  
*Paul Phelps R.E.*  
*9-21-17*







Gill Engineering Associates, Inc.  
63 Kendrick Street  
Needham, MA 02494

Town of Charlemont  
157 Main Street  
PO Box 677  
Attn: Peg Dean, Town Administrator  
Charlemont, MA 01339

Invoice number 113935  
Date 10/04/2017

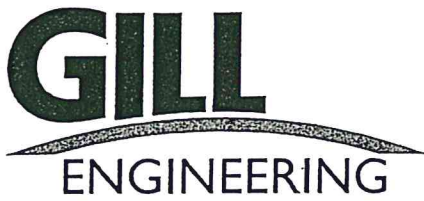
Project TOC2017-02 CHARLEMONT BRIDGES  
C05034 & C05047 PRESERVATION  
DESIGN

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Design Phase Services	111,370.00	83,527.50	83,527.50	0.00
Bid Phase Services	2,300.00	0.00	2,300.00	2,300.00
Construction Phase Services	20,890.00	0.00	0.00	0.00
Direct Expenses	17,600.00	16,732.00	16,732.00	0.00
Total	152,160.00	100,259.50	102,559.50	2,300.00

Invoice total 2,300.00

Approved by:

  
Paul D. Moyer  
Vice President



Gill Engineering Associates, Inc.  
63 Kendrick Street  
Needham, MA 02494

Town of Charlemont  
157 Main Street  
PO Box 677  
Attn: Peg Dean, Town Administrator  
Charlemont, MA 01339

Invoice number 113933  
Date 10/04/2017

Project TOC2017-04 CHARLEMONT C05034 &  
C05047 RESIDENT ENGINEERING

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**Invoice Summary**

Description	Contract Amount	Prior Billed	Current Billed	Total Billed
<b>Resident Engineering Services</b>	53,180.00	0.00	6,308.95	6,308.95
<b>Direct Expenses</b>	1,500.00	0.00	355.87	355.87
Total	54,680.00	0.00	6,664.82	6,664.82

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# ENGINEERING

Town of Charlemont

Project TOC2017-04 CHARLEMONT C05034 & C05047 RESIDENT ENGINEERING

Invoice number 113933

Date 10/04/2017

## Resident Engineering Services

### Labor

Engineer	Date	Hours	Rate	Billed Amount
Paul E. Phelps	09/05/2017	3.83	95.00	363.85
	09/06/2017	2.00	95.00	190.00
	09/07/2017	2.50	95.00	237.50
	09/08/2017	2.50	95.00	237.50
	09/11/2017	4.00	95.00	380.00
	09/12/2017	3.50	95.00	332.50
	09/13/2017	3.50	95.00	332.50
	09/14/2017	3.08	95.00	292.60
	09/15/2017	2.25	95.00	213.75
	09/18/2017	3.50	95.00	332.50
	09/19/2017	2.50	95.00	237.50
	09/20/2017	4.00	95.00	380.00
	09/21/2017	3.75	95.00	356.25
	09/22/2017	3.00	95.00	285.00
	09/25/2017	4.00	95.00	380.00
	09/26/2017	4.50	95.00	427.50
	09/27/2017	4.00	95.00	380.00
	09/28/2017	4.00	95.00	380.00
	09/29/2017	6.00	95.00	570.00
	Subtotal	66.41		6,308.95
	Phase subtotal			6,308.95

### Direct Expenses

#### Expense

#### Miles

Paul E. Phelps

Billed Amount

355.87

Invoice total **6,664.82**

Approved by:

Paul D. Moyer





**For Immediate Release: October 2, 2017**

MassDOT Press Office: [857-368-8500](tel:857-368-8500)

## **RMV Launches Updated Motor Vehicle Inspection Program**

*Drivers will not be impacted as inspection items and requirements remain unchanged*

BOSTON – The Massachusetts Registry of Motor Vehicles (RMV) has announced that its new public motor vehicle inspection system is operational today across the Commonwealth and all service stations which completed their obligations for installing new equipment and participating in training for that equipment are now conducting public vehicle inspections using new state-of-the-art testing equipment that incorporates best inspection practices currently in place throughout the industry. The items checked on each vehicle as of October 1, are the same as the items checked per vehicle prior to October 1.

“The Registry of Motor Vehicles is pleased to implement key upgrades to the Auto Emissions and Safety Inspection Program,” said Registrar of Motor Vehicles Erin Deveney. “The purpose of the inspection program technology including the introduction of cameras is to further ensure that only safe, non-polluting vehicles are on Massachusetts roadways. Motorists will not be impacted by the changes to the inspection process, as the items on a personal vehicle checked now are the same items checked by inspectors prior to October 1.”

The requirements for motor vehicles to pass the annual state safety and combined safety/emissions inspection and the inspection process have not changed. Rather, the program has been enhanced by the use of still-photograph cameras, new wireless testing equipment, robust workstations that include two printers, new improved sticker technology to prevent fraud, tablets for RMV field staff to use for real-time reporting to ensure that each station and inspector are working in compliance with program requirements, and in several months will be enhanced with the use of video.

Effective now, service stations are using cameras to take still photographs of five things: the vehicle VIN number, vehicle odometer, vehicle front license plate, vehicle back license plate and of the staff member doing the inspection at the service station. The cameras will document the status of the vehicle being inspected to ensure the accuracy of the inspection and enable inspectors to initiate video conferencing during an inspection if they need technical support. The addition of video camera technology will be introduced in January 2018.

The Massachusetts RMV presented information about the enhanced inspections taking effect October 1 at public meetings and for the last year and has been in frequent contact with service station owners about the changes for inspectors. The licensed inspectors at each station were required by the RMV to participate in training sessions offered on the features of the new

program. Orientation sessions were also offered for those service station employees not yet licensed.

The cameras and other equipment for light duty workstations cost station owners \$5,810 per work station. The cost for station owners offering inspections for heavy duty vehicles is \$8,141.94 per work station.

As of October 1, the Commonwealth transitioned to a new system vendor, Applus Technologies. Applus was selected through an open solicitation, and received the Notice to Proceed for the contract on November 18, 2016. The contract was formerly managed by Parsons Technology.

The Massachusetts Vehicle Check Program is funded by the fee paid by vehicle owners at the time of inspection, which is \$35 per vehicle. For each vehicle inspection, the station owner keeps approximately \$23, while the remainder of revenue covers additional program costs, including the contract costs for the system vendor (Applus Technologies) and the oversight of the program done through the Registry of Motor Vehicles and the Department of Environmental Protection.

The Massachusetts Inspection and Maintenance Vehicle Check Program are jointly administered by the MassDOT RMV and the Massachusetts Department of Environmental Protection (MassDEP). The RMV has administrative oversight of the program including licensing, oversight and enforcement of inspection stations and program inspectors. MassDEP has environmental oversight of the program.

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Outreach to the inspection stations and to the industry in regarding to the new equipment:

The RMV actively works to engage the inspection station industry throughout all cycles of the inspection program. The industry engagement effort began in the fall of 2014 in anticipation of a new procurement effort due to the end of all available extensions of the contract with Parsons Technology on September 30, 2017. Several town meetings were held in the spring and fall of 2014 with participation from the industry trade association, the New England Service Station Association (NESSARA), which indicated support for upgraded technology and enhanced program features. This feedback was solicited before the RFI was posted for responses from the vendor community.

On June 24, 2016, Applus Technologies was named the apparent successful bidder for the inspection program and the MassDOT Board voted to approve the execution of the contract in October 2016.

In order to assist the inspection industry with the transition between inspection contractors, a website for inspection stations to register to participate in the program with Applus was available in February 2017. This website collected emails from inspectors and inspection stations so they



could receive a steady stream of emails about the program and important information they would need to know throughout the program transition.

In mid-spring, key members of the inspection industry were invited to the RMV to see the prototype of the new workstations being introduced in the program. Later in the spring, the inspection industry newsletter was sent out with additional detailed information about the October 1<sup>st</sup> program.

Throughout the course of this summer, the contact with the inspection industry increased.

Site visits to participating stations began on July 10<sup>th</sup> in order for Applus technicians to review and provide stations with a list of program requirements that the stations needed to complete to be ready for workstation delivery and installation. Registration for free inspector orientation training opened in July 2017. Orientation sessions started on August 14<sup>th</sup> with up to 6 sessions per day across 5-6 regions in the state. As of September 23<sup>rd</sup>, the results of this industry effort included ensuring that 85% of inspectors who actively have performed inspections completed orientation. Also, 95% of licensed inspection stations have at least 1 inspector who completed orientation.

Workstation delivery began on August 17. In recent weeks, Applus has been calling stations to confirm all program requirements had been met by the station and to arrange installation appointments.

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