

MONTAGUE SELECTBOARD MEETING

**In-Person at 1 Avenue A, Turners Falls and VIA ZOOM
Monday, February 5, 2024**

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/89396777163>

Meeting ID: : 893 9677 7163 Passcode: 498913 Dial into meeting: +1 646 558 8656

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken

2. 6:30 Approve Minutes: January 22 and 29, 2024

3. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment

4. 6:34 **Airport Budget and Capital Planning**
 - Discuss Consolidated Capital Request for the Airport Pioneer Aviation Ramp Project
 - Execute MassDOT Aeronautics Grant Assurances for the Airport Pioneer Aviation Ramp Project
 - Other Budget Planning Updates

5. 6:45 **Assistant Town Administrators Business**
 - Execute Grant Agreement and associated documents with Executive Office of Economic Development for the Avenue A Buffer Line Improvement Project (\$500,000)
 - Authorize Task Order with Wright-Pierce for initial technical services/ Evaluation Phase for the Avenue A CSO Buffer Line Improvement Project (\$26,035). To be funded from the grant.
 - Execute MassDEP Permit for the Yard Waste Area at the Transfer Station

Montague Selectboard Meeting

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6. 7:00

Town Administrators Business

- FY25 Budget Updates
- Special and Annual Town Meeting Warrant and Other Deadlines
- Update on Classification and Compensation Study Progress
- Share Submission of Model Host Community Agreement Public to Comment to CCC on January 31, 2024
- Share Submission of Testimony for Montague Asset Management Grant Request to the Clean Water Trust State Revolving Fund on January 31, 2024
- Topics not anticipated in the 48 hour posting

Next Meeting:

- Gill-Montague Regional School Joint Budget Meeting February 7 at 6pm at Montague Town Hall and Via Zoom
- Selectboard, Monday, February 12, 2024 at 6:00 PM via ZOOM



Annual Town Meeting

SPECIAL ARTICLE REQUEST – CAPITAL EXPENSE

Budget Year
FY 25

*This form is intended for use with capital article submissions ≥ \$25,000 with a lifespan of 5+ years. For major building projects, please consult the Town Administrator.
Please complete this form in its entirety! Initial Submission due November 1*

Check Here if this an expedited request for Winter 2023 Special Town Meeting

Department: Airport Submitted by: Airport Manager Bryan Camden

Item/Project Cost: \$152,315 Date Prepared: 1/31/2024

Item/Project Title: Pioneer Aviation Ramp Replacement Project

Proposed Article Wording:

To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of **\$152,315**, or any other amount, for the purpose of replacing all failed pavement, utility connections, parking lots, and loading docks, on the Pioneer Aviation property, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

Detailed Description for Background Materials: *(Provide a full description of the item or service. Use attachments as needed.)*

This project will be done in three phases, but the full appropriation is requested in a single article for simplicity. The total cost is estimated at \$3,046,300, with 95 percent federal and state funding and the remaining 5 percent as the town’s share. Phase I is for tribal and environmental coordination to be completed in FY24 with a local share of \$4,190. Phase II is the design and bid phase expected to be completed in FY25 with a local share of \$18,125. Phase III will be the construction phase, and work is expected to occur in fiscal years FY25 and FY26 with a local share of \$130,000.

The pavement on the Pioneer Aviation property is original from the 1971, with only a few minor patches done over the years. The only areas that are not 50+ years old include the warehouse loading dock and access driveway, installed in 2007. All areas are considered to be in a failed condition according to the FAA pavement condition report. On a scale of 0-100, where 100 is new, a rating below 40 is considered to be failed and in non-compliance by the FAA. The pavement condition overall on the property as of a 2020 study is 26, well below industry safety standards. In addition, this project will also address a non-standard taxiway pavement geometry. Public access areas and freight loading docks will be removed and replaced with load bearing pavement or concrete, meeting current ADA standards. Drainage work will address potential storm water discharge issues and runoff control. Improvements to utility connections will be made, and 2 of the 3 building will be connected to the town sewer system which may require the replacing of the forced main on Industrial Blvd. Total pavement to be removed and replaced is roughly 135,000 sq-ft and includes 3 loading docks and 2 parking areas.

Scoping Questions

Please elaborate in the comments box at bottom of the page

Do you have a written estimate or proposal for the scope of work?

If yes, attach the estimate

Yes

No

Is there a lease option for this expense?

Will this item or project replace a capital asset?

Will this create ongoing costs or savings?

Will this leverage grant or other external funding?

Is this request identified on the Capital Improvement Plan?

Describe how the project/ purchase will be managed

This project will be managed per FAA and DOT standards, which require a professional airport consultant firm with experience in the aviation field with similar or like projects. They are responsible for all construction planning and management, payment reimbursements, and control documents.

Why is it essential that the Town makes this investment now?

This is a critical project because it addresses several operational safety issues, including but not limited to failed pavement, non-standard geometry, and long term maintenance cost reduction. While the airport has generally been extremely fortunate in the past with FAA and DOT grant offerings, there is no guarantee that funding will be provided in the future for this project. Right now funding is secure at a 90% FAA contribution and a 5% Mass Dot contribution, leaving only the local share of 5%. It is expected that leaving the pavement without the major replacement project will require at a minimum \$450,000 over the next 4 years in repairs and patch work. While this is a potential remedy, it will not address the non-standard geometry pavement, placing the airport under non-compliance with FAA standards.

Relative Priority: Your assessment of the how important this is to the Town at the present time.

Critical Importance

Highly Important

Moderately Important

(X)

O

O

Comments and additional information:



GRANT ASSURANCES
Turner's Falls Municipal Airport
Pioneer EA (BIL)
Project Number: AIP No. 3-25-0032-027-2023
MMARS Number: 77 F 32 27 2023 0B5ENVBIL
Project Authorization Date: 12/29/2023

A. Definitions.

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.
2. "Airport" shall mean the Turner's Falls Municipal Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.
3. "Airport Commission" shall mean the Montague Airport Commission with members appointed by the Selectboard, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.
4. "Town" shall mean the Town of Montague.
5. "FAA" shall mean the Federal Aviation Administration.
6. "Grant" shall mean the Grant referenced above, including the Grant Application, finance plan, and related materials supplied by the Applicant and on which the Aeronautics Division relies in awarding the Grant, all as amended by these Grant Assurances.
7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.
8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.
9. "Project" shall mean the project referenced above by project title and project number and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.
10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the Airport Commission, the Aeronautics Division and/or the FAA.

B. General.

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.
2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

C. Duration.

1. The terms and conditions of these Grant Assurances shall take full force and effect on the date the Grant is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

D. Certifications by the Airport Commission

1. The Airport Commission hereby assures and certifies that it will comply with:
 - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and
 - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
2. The Airport Commission hereby assures and certifies that:
 - a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;
 - b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;
 - c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;

- d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;
- e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;
- f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;
- g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;
- h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
- i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;
- j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through an Aeronautics Division grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and
- k. the Airport Commission has authorized the Chairman of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

E. Certification of the Chair of the Selectboard of the Town of Montague.

- 1. Notwithstanding any powers that may be granted to the Selectboard of the Town of Montague, the Town agrees not to attempt to reorganize the Airport Commission, or in any way to interfere with the autonomy and authority of the Airport Commission as

created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.

2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:
 - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and
 - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
3. The Town hereby assures, certifies and acknowledges that:
 - a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;
 - b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
 - c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;
 - d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and
 - e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.
4. The Town hereby assures and certifies that:
 - a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all

of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;

- b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and
 - c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.
5. The Selectboard hereby assures and certifies that it has authorized its Chair to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

F. Accounting System, Audit and Record Keeping Requirements.

1. The Airport Commission hereby covenants and agrees to:
- a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;
 - b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;
 - c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and
 - d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

G. Conformity to Plans, Specifications and Aeronautics Division Approvals.

1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.
2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets, and schedules.

H. Airport Operation and Maintenance.

1. The Airport Commission shall operate the Airport for:
 - a. the aeronautical benefit of the public using the Airport;
 - b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;
 - c. the uses intended by the Aeronautics Division in the award of this funding grant; and
 - d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.
2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.
3. Except as provided for in Section H (5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.
4. The Airport Commission or the Selectboard of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.

5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.
6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division.

I. Compatible Land Use.

1. The Airport Commission and the Town shall take appropriate action to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

J. Economic Nondiscrimination.

1. The Airport Commission and the Selectboard of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.
2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.
3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.
4. The Airport Commission and the Selectboard of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.

5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.
6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

K. Airport Revenues.

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.
2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an Airport Commission segregated account and expended by the Airport Commission for the capital or operating costs of the Airport.

L. Reports and Inspections.

1. The Airport Commission shall, upon reasonable request:
 - a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;
 - b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;
 - c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and
 - d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:
 - i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and

- ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

M. Airport Layout Plan.

1. The Airport Commission shall maintain an up-to-date Airport Layout Plan (ALP) of the Airport which shall show:
 - a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;
 - b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and
 - c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.
2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.
3. The Airport Commission and/or Selectboard shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Town Selectboard shall, if requested by the Aeronautics Division:
 - a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,
 - b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

N. Civil Rights.

1. The Owner and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-Era Veterans), be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

O. Disposal of Land and Airport Facilities.

1. The Airport Commission and the Selectboard shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property without the prior approval of the Aeronautics Division, which will not be unduly withheld.

P. Foreign Market Restrictions.

1. The Airport Commission and the Selectboard shall not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

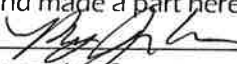
Q. Future Grants.

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.
2. The Airport Commission and the Selectboard (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

R. Successors.

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

IN WITNESS WHEREOF, the Airport Commission and the Chair of the Selectboard of the Town of Montague certify that the information contained herein and attached hereto is accurate and complete and that we agree with the assurances herein, as represented by the signatures of the persons below:

<p>Montague Airport Commission</p> <p>By: _____</p> <p>Title: Chair</p> <p>Date: <u>1/31/2024</u></p>	<p>I hereby certify that <u>GARY COLTIER</u> is the Chair of the Montague Airport Commission and was authorized to execute these Grant Assurances on behalf of the Montague Airport Commission by a vote taken on <u>7/10/2023</u>, a copy of which is attached and made a part hereof.</p> <p> _____ Reporting Secretary</p>
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<p>Chair, Selectboard Town of Montague</p> <p>By: _____</p> <p>Date: _____</p>	<p>I hereby certify that _____ is the Chair of the Selectboard for the Town of Montague and has been authorized to execute these Grant Assurances on behalf of the Town of Montague on this day _____, 20____.</p> <p>_____ Town Clerk, Town of Montague</p>
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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Economic Development MMARS Department Code: EED	
Legal Address: (W-9, W-4): One Avenue A, Montague, MA 01376		Business Mailing Address: 1 Ashburton Place, Room 2101, Boston, MA 02108	
Contract Manager: Brandy Patch	Phone: (413) 863-2054 x321	Billing Address (if different):	
E-Mail: hwycpliance@montague-ma.gov	Fax:	Contract Manager: Mallory Sullivan	Phone: 857-408-0793
Contractor Vendor Code: VC 6000191893		E-Mail: mallory.sullivan@mass.gov	Fax: (617) 788-3605
Vendor Code Address ID (e.g. "AD001"): AD_0001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 24RDFMONTAGUEAVENUEA	
		RFR/Procurement or Other ID Number: RDF FY2024	
<input checked="" type="checkbox"/> NEW CONTRACT 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)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$500,000			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ 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.) Capital grant funding through the Rural Development Fund (pursuant to Plan Item D038 in the Mass. Capital Investment Plan 2024-2028) to support a public infrastructure and/or planning project, in accordance with the scope and additional terms and conditions outlined in Attachment A, and as described in the attached RFR response.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
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: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Richard Kuklewicz</u> Print Title: <u>Selectboard Chair</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Spencer Gurley-Green or Designee</u> Print Title: <u>EOED - CFO</u>	



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

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

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

Contractor Legal Name Town of Montague	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC 6000191893
-------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------

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

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

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

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Richard Kuklewicz		Selectboard Chair	413 863 3200 x 108	RichardK@montague-ma.gov

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

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

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

Signature	Date February 5, 2024
Print Name Christopher M. Boutwell	Phone Number 413-863-3200
Title Vice Chair	Email Address selectscty@montague-ma.gov

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



700 Middlesex Plaza 169 Main Street Middletown, CT 06457
860.343.8297


**EXHIBIT A
ON-CALL ENGINEERING SERVICES AGREEMENT
ENGINEERING SERVICES REQUEST FORM**

Project Name: <u>Avenue A CSO Buffer Line Improvements</u>	Project No. <u>T17280</u>
Client: <u>Town of Montague</u>	Prepared By: <u>Lisa Muscanell-DePaola</u>
Date: <u>1/3/2024</u>	

	Description of Assignment: Technical Services - Evaluation Phase	Est. Hours	Estimated Fee
	Itemization of Tasks		
	Refer to proposal letter dated December 22, 2023	180, plus reimbursable expenses	\$26,035
	TOTAL		\$26,035
TOTAL ESTIMATED FEE:			\$26,035

I agree that the services described above shall be paid for at the actual invoiced amount in accordance with the payment provisions of the On-Call Engineering Services Agreement between the Town of Montague (CLIENT) and WRIGHT-PIERCE dated August 8th, 2022. Such payment may be different than the "Estimated Fee" indicated.

SEEN AND AGREED TO BY:

	(CLIENT) _____	DATE: <u>February 5, 2024</u>
	(ENGINEER) <u></u>	DATE: <u>January 8, 2024</u>

December 22, 2023
WP Project No. T17280

Mr. Walter Ramsey, Assistant Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376

SUBJECT: Town of Montague Avenue A Buffer Line Improvements Project
Technical Services – Evaluation Phase

Dear Walter,

The Town of Montague owns and operates a Clean Water Facility (CWF) and a collection system, which consists of eight wastewater pumping stations, three regulators, two combined sewer overflows (CSOs), and one off-line storage pipe (commonly referred to as the combined sewer system “buffer line”). The buffer line on Avenue A is 750 linear feet of 48-inch reinforced concrete pipe (RCP) controlled with a weir to store approximately 70,500 gallons of combined flow. There is a manually operated slide gate in a manhole at the downstream end. There is a standard operating procedure (SOP) used by the Town during wet weather events.

In 2022, Wright-Pierce developed a hydraulic model of the Town’s combined sewer collection system in Turners Falls. Wright-Pierce utilized the model to confirm CSO volumes during the 3-month and 1-year storm events. A summary of the model runs, conclusions, and recommendations are described in the technical memorandum dated May 10, 2023, titled *Turners Falls Wastewater Collection System Study Hydraulic Modeling Summary*.

The intent of the Avenue A CSO and Buffer Line Improvements Project is to increase the volume in the buffer line and in turn decrease the total amount of CSO volume from the Town’s collection system during the 3-month and 1-year storms.

At the Town’s request, Wright-Pierce has prepared this proposal letter to outline the scope and fee for engineering services for the evaluation phase of the project.

Scope of Work

Our proposed scope and fee are as follows:

Task 1 –Evaluation Phase

1. Conduct a one-day site visit / kick-off meeting with the design team and Town Staff to review, confirm, and document existing conditions up to 25-feet upstream and downstream of the Avenue A buffer line

and Avenue A CSO interceptor structures. Conduct three confined space entries, within an 8-hour site visit, with two field staff to confirm existing conditions (including weir length, height, gate dimensions etc.) against existing available record drawings. Take photographs needed for demolition drawings and for updating the hydraulic model. The three confined space entries will be performed on the Avenue A diversion structure, the buffer line diversion structure, and the buffer line outlet control gate structure.

2. Update the hydraulic model based on the site visit information collected. Utilize the updated model to run up to five buffer line modification scenarios to increase the volume in the buffer line. Each model iteration output will include total amount of CSO volume predicted from the Town's collection system during the 3-month and 1-year storms.
3. Prepare a technical memorandum that includes conceptual design sketches, hydraulic modeling conclusions, and recommended plan. The memorandum will include construction sequencing considerations including bypass pumping and temporary traffic control requirements and a table of contents for specifications anticipated during final design.
4. Prepare a preliminary opinion of probable construction cost (OPCC) for the recommended plan.
5. Furnish an electronic copy and up to two hard copies of the draft technical memorandum to the Town of Montague. Meet with the Town of Montague virtually (up to two meetings) to review the deliverable. Revise and edit deliverable after receipt of the Town of Montague's written comments.

Exclusions

Our scope of work does not include correspondence required for project status updates with the funding agency or work zone safety / traffic control. It is Wright-Pierce's understanding that the Town will provide work zone safety and traffic control for the confined space entry and fieldwork during the evaluation phase.

Additional Services

Final design, bidding, construction administration, and inspection scope and fee will be separately developed once the recommended plan provided in the technical memorandum is reviewed and accepted by the Town of Montague.

Proposed Schedule

Wright-Pierce will complete the evaluation phase within 90 days of written authorization. A proposed schedule for the final design phase will be included in the technical memorandum and is subject to the extent of the survey needed for the recommended plan.

Proposed Fee

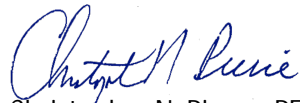
Our proposed fee for performing the scope of work above is a not to exceed cost of \$26,035. Below is a breakdown of each fee by task:

Task Name	Estimated Hours	Labor	Reimbursable Expenses	Total Estimated Fee
Task 1 –Evaluation Phase	180	\$25,035	\$1,000	\$26,035
Total		\$25,035	\$1,000	\$26,035

We would invoice the Town on a time charge basis with a not-to-exceed cost of \$26,035. Upon review and approval of this proposal by the Town, Wright-Pierce will draft a task order under our current On-Call Agreement executed in August 2022.

Sincerely,

WRIGHT-PIERCE



Christopher N. Pierce, PE
Vice President
chris.pierce@wright-pierce.com



Lisa M. Muscanell-DePaola, PE
Project Manager
lisa.muscanell@wright-pierce.com



Massachusetts Department of Environmental Protection Bureau of Air & Waste - Solid Waste Program

General Permit Certification Form for New or Newly Acquired Recycling, Composting, Aerobic or Anaerobic Digestion Operations Pursuant to 310 CMR 16.04

Important: When completing this form on a computer, use only the Tab key to move your cursor – not the Return key.



Town of Montague

Applicant Name

Montague Transfer Station

Facility Name

Instructions

To certify that the Operation referenced above will comply with and is eligible for a General Permit pursuant to 310 CMR 16.04, please respond to each statement in this form as follows:

- **Recycling Operations**, complete sections I and V.
- **Composting Operations**, complete sections II, III and V.
- **Digestion Operations**, complete sections II, IV and V.

If you check "NO" for any of the requirements listed in Section I through Section IV, then the operation is not eligible for a General Permit pursuant to 310 CMR 16.04. If the Operation is not eligible, the Owner and Operator may file an application for a "Permit for Recycling, Composting or Conversion (RCC Permit) Operation" pursuant to 310 CMR 16.05.

Note: Each box in every applicable section must to be completed for this certification to be valid. Do not leave any box blank.

I. General Permit Requirements: Recycling Operation (310 CMR 16.04(2))

Check the appropriate boxes to indicate the operation is in compliance with each of the following requirements for a recycling operation:

1. The operation will prevent unpermitted discharges of pollutants to the air, water, land or other natural resources of the Commonwealth. Yes No
2. The operation will not create a public nuisance. Yes No
3. The operation will not become a threat to public health, safety, or the environment. Yes No
4. During processing, the recyclable materials are not contaminated by toxic substances at levels that may pose a significant threat to public health, safety, or environment; and procedures are in place to prevent the recyclable materials from being contaminated by toxic substances during processing. Yes No
5. The products are not contaminated by toxic substances at levels that may pose a significant threat to public health, safety, or environment; and procedures are in place to prevent the recyclable products from being contaminated by toxic substances. Yes No
6. The operation limits the storage of materials, in their as-received, in-process or processed condition, to one year from the date of their receipt at the operation. This time limit may be exceeded in the case of storage of a processed material pending accumulation of one full container load. Yes No
7. All waste materials generated during the recycling process are disposed in compliance with all applicable federal, state, and local laws and regulations. Yes No
8. The operation has obtained all other applicable MassDEP permits or approvals (e.g., Beneficial Use Determination, Stormwater Permit, Air Quality Permit, etc.). Yes No
9. The owner or operator will maintain accurate records for at least three years to demonstrate compliance with 310 CMR 16.04. Yes No
10. The owner or operator will submit a report and certification pursuant to 16.06(1)(a)3. to MassDEP by February 15 of each year that includes, but is not limited to, the amounts and types of recyclable materials received and the amount of residuals managed during the previous calendar year. Yes No

Continue to Next Page ►



Massachusetts Department of Environmental Protection Bureau of Waste Prevention - Solid Waste Program

General Permit Certification Form for New or Newly Acquired Recycling, Composting,
Aerobic or Anaerobic Digestion Operations Pursuant to 310 CMR 16.04

II. General Compliance Requirements: Composting & Aerobically or Anaerobically Digesting Organic Materials (310 CMR 16.04(3)(a))

1. Check the appropriate box to indicate the operation is in compliance with the following requirements for composting and aerobic or anaerobic digestion operations:

- a. The operation is at least 250 feet from any existing water supply well in use at the time the operation begins operation. Yes No
- b. The operation will not have unpermitted discharges of pollutants to the air, water, land or other natural resources of the Commonwealth. Yes No
- c. The operation will not create a public nuisance. Yes No
- d. The operation will not become a threat to public health, safety, or the environment. Yes No

2. The operation incorporates the following best management practices:

- a. Produces stabilized organic materials. Yes No
- b. Maintains proper thermal regulation and monitoring to prevent spontaneous combustion, destroy pathogens, and prevent vectors. Yes No
- c. Manages stormwater and leachate to prevent ponding and water pollution. Yes No
- d. Has access to an adequate water supply with adequate pressure for fire control. Yes No
- e. Employs the appropriate number of properly trained personnel for the size and type of the operation to properly maintain the operation. Yes No
- f. Uses equipment that is appropriate for the size and type of the operation. Yes No

3. The operation has developed and will implement the following plans appropriate for the size and type of operation being operated:

- a. A Toxics Control Plan that includes: Yes No
 - Procedures to minimize the entry of toxic materials and to prevent the organic materials and/or products from becoming contaminated by toxic substances (i.e., specifications for incoming organic materials, load inspection protocols, etc.) at levels that may pose a significant threat to public health, safety, or environment; and
 - Specific actions to be taken by personnel to prevent contamination.
- b. An Odor Control Plan that includes: Yes No
 - Procedures to prevent the production and generation of odorous compounds; and
 - Specific actions to be taken by personnel that will be taken to address odors and odor complaints if unacceptable odors occur beyond the property line of the operation.
- c. A Vector Control Plan that includes: Yes No
 - Procedures to prevent the organic materials and/or products from vector attraction before, during, and after composting, aerobic digestion, or anaerobic digestion; and
 - Specific actions that will be taken to address vectors and vector complaints if unacceptable vectors are present.
- d. A Contingency Plan that includes all of the following: Yes No
 - Procedures for corrective actions for the management of the organic materials and/or products in the event of equipment breakdown, delivery of unacceptable loads of materials, spills, fires, extreme weather conditions or other events, including but not limited to the failure of the odor control plan or vector control plan.

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Massachusetts Department of Environmental Protection Bureau of Waste Prevention - Solid Waste Program

General Permit Certification Form for New or Newly Acquired Recycling, Composting, Aerobic or Anaerobic Digestion Operations Pursuant to 310 CMR 16.04

II. General Compliance Requirements: Composting & Aerobically or Anaerobically Digesting Organic Materials (Continued)

4. The residuals produced during any quarter will not exceed 5%, by weight, of the total amount of material received by the operation. Yes No
5. The operation limits the storage of materials, in their as-received, in-process or processed condition, to one year from the date of their receipt at the operation. This time limit may be exceeded in the case of storage of a processed material pending accumulation of one full container load. Yes No
6. The operation manages all solid and liquid materials produced as a result of the operation in accordance with all other applicable regulations and approvals, including but not limited to, a beneficial use determination, if necessary. Yes No
7. The owner or operator will maintain accurate records for at least three years to demonstrate compliance with 310 CMR 16.04. Yes No
8. The owner or operator will submit a report and certification pursuant to 16.06(1)(a)3. to MassDEP by February 15 of each year that includes, but is not limited to, the amounts and types of recyclable materials received and the amount of residuals managed during the previous calendar year. Yes No

III. Additional Compliance Requirements: Composting Operation (310 CMR 16.04(3)(b))

Check the appropriate box to indicate the composting operation is in compliance with the following requirements in addition to the requirements in Section VI:

1. The operation limits the total amount of organic material, whether as received, in process or final product, to no more than 5,000 cubic yards per acre. Yes No
2. The operation limits the total amount of organic material, whether as received, in process or final product, to no more than 50,000 cubic yards of organic material on site at any one time. Yes No
3. The operation does not allow more than 25% by volume of the total compost mixture to be a Group 2 Organic Material (see Instructions for more information). Yes No
4. The operation provides and uses adequate and appropriate bulking material consisting of Group 1 organic materials (see Instructions for more information) and ensures that such material is readily available on-site to mix with incoming Group 2 organic materials or other organic materials with a carbon to nitrogen ratio of 30:1 or less. Yes No
5. The operation mixes all Group 2 organic material or other organic materials with a carbon to nitrogen ratio of 30:1 or less into the compost windrows or piles to such an extent that the Group 2 material is unrecognizable as a separate material as soon as possible but no later than the close of business each day. Yes No
6. The operation aerates the compost on a timely and regular basis to ensure proper aerobic, temperature, moisture and porosity conditions. Yes No

IV. Additional Compliance Requirements: Aerobic or Anaerobic Digestion Operation (310 CMR 16.04(3)(c))

Check the appropriate box to indicate the aerobic or anaerobic digestion operation is in compliance with the following requirements in addition to the requirements in Section VI:

1. Group 2 organic material generated off-site, are transported via sealed tank or vessel and delivered to the operation using a direct connection (e.g. hose) technology. This requirement does not apply to an operation that accepts less than 15 tons per day of Group 2 organic materials. Yes No
2. Organic materials are only handled in sealed tanks or vessels, with odor controls. Yes No
3. All organic materials are added to the active digestion system or stored in sealed tanks or vessels, with odor controls, by the close of business on the same day that it is received at the operation. Yes No

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Massachusetts Department of Environmental Protection Bureau of Waste Prevention - Solid Waste Program

General Permit Certification Form for New or Newly Acquired Recycling, Composting,
Aerobic or Anaerobic Digestion Operations Pursuant to 310 CMR 16.04

V. Certification

I attest under the pains and penalties of perjury that:

1. I am duly authorized to bind the entity (corporation, limited liability corporation, public entity, trust, partnership or sole proprietorship, etc.) which is subject to these regulations;
2. I have personally examined and am familiar with the information contained in this submittal, including any and all documents accompanying this certification statement;
3. based on my inquiry of those individuals responsible for obtaining the information, the information contained in this submittal is to the best of my knowledge, true, accurate, and complete;
4. procedures and plans to maintain compliance are in place at the operation and will be maintained even if processes or operating procedures are changed;
5. I am fully authorized to make this attestation on behalf of this operation; and
6. I am aware that there are significant penalties, including, but not limited to, possible administrative and civil penalties, fines and imprisonment, for submitting false, inaccurate, or incomplete information.

Signature of Responsible Official

Richard Kuklewicz

Print Full Name

Selectboard Chair

Title

February 5, 2024

Date of Certification (MM/DD/YYYY)

TOWN OF MONTAGUE

LEAF & YARD WASTE COMPOSTING PLANS

Toxics Control Plan: Town personnel will monitor the unloading of material so that only acceptable materials (leaves, grass clippings, brush, and natural wood waste) are accepted at the compost area. Other materials will be rejected. If improper materials are found in the compost area, Town personnel will remove such materials for proper recycling or disposal.

Odor Control Plan: The Town will monitor the unloading of material so that only acceptable materials (leaves, grass clippings, brush, and natural wood waste) are accepted at the compost area. Food material will not be accepted. Loads that are predominately grass clippings will be mixed with higher-carbon materials (e.g. leaves) or partially composted material. Odorous piles will be capped as necessary with finished or curing compost to control odors.

Vector Control Plan: Since the compost operation only accepts leaves, grass clippings, brush, and natural wood waste (adjust as necessary) it is not anticipated that vectors will be attracted to it. This plan will be updated as necessary if vector attraction is identified as a problem at this operation.

Contingency Plan:

Equipment breakdown – Town will temporarily substitute other Town-owned equipment.

Unacceptable loads – Unacceptable loads will be rejected. However, if inappropriate materials are discovered later, they will be removed by Town personnel for proper recycling or disposal.

Spills – If a chemical or hazardous product is spilled at the compost area, personnel will seek absorbent to cover it. Notification to state agencies will be made if required. The spill will be contained and cleaned up according to the Town's spill response protocols.

Fire – Call Fire Department. Use loader or other equipment to break up and spread out burning material during firefighting.

Upcoming Town Meeting Deadlines

Special Town Meeting, Thursday, March 14, 2024 Begins at 6:30 PM		Special/Annual Town Meeting, Saturday, May 4, 2024 Begins at 8:30/9:00 AM	
Article Deadline	February 7 th 4:00 PM	Article Deadline	March 13 th 4:00 PM
Background Materials Submission Deadline	February 15 th	Background Materials Submission Deadline	March 28 th
Finance Committee votes on Financial Articles	February 21 st	Finance Committee votes on Financial Articles	April 3 rd
Selectboard executes final warrant	February 26 th	Selectboard executes final warrant (April 15 is a Holiday)	April 8 th
Town Meeting packets mailed/emailed	February 29 th	Town Meeting packets mailed/emailed	April 18 th



Office of the Town Administrator

Town of Montague
One Avenue A
Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108
FAX (413) 863-3231

January 30, 2024

Cannabis Control Commission

Town of Montague Comment on Model Host Community Agreement

Submitted Electronically to: Commission@CCCMass.com

Dear Commission Members,

On behalf of the Town of Montague and its Selectboard, I wish to offer the following comments and requests for clarification in response to the Model Host Community Agreement that has been posted for public comment. As prelude, we wish to commend the Commission for its diligence in working to ensure equitable access to market opportunities for all persons, which aligns with the goals and sensibilities of our community.

Comment Area 1: Concern Regarding Municipal Responsibility for Cannabis Company Goals and Compliance with Equity and Local Opportunities, and Energy and Medical Regulations.

Section 8 of the Model HCA articulates non-specific Equity and Local Opportunity obligations with reference to “applicable laws and regulations,” raising the following questions and concerns:

- To what extent, if any, are communities expected to play a role in defining what the state considers to be appropriate benchmarks for company performance relative to the three distinct clauses in this section?

We are unaware of existing state requirements related to these equity and opportunity performance areas. In any event, municipalities should not be placed in the position of defining or developing metrics that are otherwise governed by state regulations or CCC expectations.

If we are not held responsible for defining appropriate performance goals and monitoring compliance, then it should be explicitly noted that this is the responsibility of the CCC (or other regulating authority). The clauses could also be removed from the HCA template.

- To what extent, if any, are communities expected to play a role in monitoring company compliance/performance relative to the three defined goals associated with clauses described in this section?

A recent advisory from KP Law¹ that specifically addresses Host Community Agreements notes that “The CCC also has the authority to investigate any complaint of noncompliance and take

¹ *Cannabis Control Commission Regulatory Amendments Impacting Municipalities (Part I)*, pp. 4-5. January 2024.

enforcement action if noncompliance is found. Failure of a municipality to correct noncompliant conduct can have serious consequences. The CCC can impose sanctions of up to \$50,000 per violation per day...”

This observation provokes concern that the Town could be held responsible for compliance monitoring and enforcement relative to Equity obligations. If true, this would be inappropriate. Municipalities do not have the expertise or capacity to enforce novel equity regimes such as the Cannabis statute and regulations envision. This possibility/uncertainty must be addressed and eliminated, with direct language resolving any doubt. Municipalities should not responsible for compliance and/or enforcement of any obligations originating from equity mandates as related to cannabis establishments.

Additional note: some of the above comments are directly relevant to Section 7, which references statutory obligations of the company relative to energy and medical regulations. Any responsibility for monitoring and correcting noncompliance related to these metrics should not rest with the municipality.

Comment Area 2: Annual Payment Responsibilities, List of Generally Occurring Fees.

Section 5. C) requires that the municipality list all Generally Occurring Fees to which a company will be subject.

This section would appear to provide the company with a basis to contest payment of any new fees that may be legally added and required by other property or business owners at a future date. These may include reasonable Betterments or other reasonable fees that are not anticipated at the time of an HCA's signing. This clause appears to limit communities' ability to present reasonable costs and should be struck from the model HCA template.

Comment Area 3: Other Guidance Not Provided - Process for Review of Existing HCAs.

It is well understood that existing HCAs will be reviewed for compliance with the newly promulgated regulations and tis community will seek to adhere to those requirements, but not necessarily default to the exact specifications presented in the proposed Model HCA.

Having engaged with our local cannabis establishments and relieved them of any obviously conflicting requirements of our existing HCAs, it is our hope that a proposed amended HCA could be submitted to the CCC at the time of license renewal, and that the parties could then receive objective feedback regarding any continuing misalignments within it relative to state regulations. This would avoid the potential for unnecessary cost and complexity in the event we are forced to re-write and formally adopt our existing HCA through public process, only to have to re-engage in that process iteratively following CCC review. Such an approach could be implemented subject to the mutual agreement of the parties.

The CCC has worked hard to promulgate, interpret, and translate new regulations into a useful template and other aids to support compliance with new rules related to Host Community Agreements. That breakneck pace is appreciated, but we hope you will take time to fully consider all public comment received from municipalities and their advocates, to ensure fair and equitable requirements are presented to cities and towns that have been stripped of many of the benefits proposed by the cannabis firms with which we entered into our existing agreements. We also hope you will take a productive and education-focused approach to gaining HCA compliance.

Respectfully,

A handwritten signature in black ink that reads "Steven Ellis". The signature is fluid and cursive, with the first name "Steven" written in a larger, more prominent script than the last name "Ellis".

Steven Ellis, MPA
Town Administrator

CC: Montague Selectboard



Office of the Town Administrator

Town of Montague

One Avenue A

Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108

FAX (413) 863-3231

January 31, 2024

Maria Pinaud, MassDEP, Division of Municipal Services
100 Cambridge Street, Suite 900
Boston, Massachusetts 02114

2024 Intended Use Plan – Montague Grant Request to the Clean Water State Revolving Fund

Dear Director Pinaud,

On behalf of the Town of Montague, I wish to submit this testimony on behalf of our request for the Asset Management Project Grant for a Wastewater Asset Vulnerability Inventory. As you are aware, this community has been working with purpose and determination to improve the management and operation of our sanitary sewer collection system and treatment facility. This work was aided by a 2022 AMP Grant that is in its final stages of completion. That project supported a comprehensive I/I study and hydraulic modeling in support of a revised CSO Long Term Control Plan. The results have helped us to plot a path forward and will direct our investment in collection system improvements in the years to come.

In 2024, Montague's proposal for an Asset Management Project Grant will be used to hire a qualified consultant to inventory the town's wastewater treatment facility and related collection system assets, integrate those data into the town's GIS system, and determine which, if any, assets are located within a 100 or 500 year flood plain. This project is a critical first step in our work to comply with our recently issued NPDES Permit's Adaptation Plan requirements. This will help ensure our treatment facility and collection system have resilience to major storm and flood events. This grant would cover 60% (\$75,000) of the expected \$125,000 cost, with the remaining funds coming from a Town appropriation that will be voted at Town Meeting on March 14, 2024.

Respectfully,

Steven Ellis, MPA
Town Administrator

CC: Montague Selectboard