

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, March 11, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/85059451326>

Meeting ID: 850 5945 1326 Passcode: 025321 Dial into meeting: [+1 646 558 8656](tel:+16465588656)

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

Meeting Being Taped

Votes May Be Taken

1. 6:00PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Selectboard Minutes from March 4, 2024
3. 6:02 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. 6:04 **Chelsey Little, CWF Superintendent**
 - Execute Dept of Energy and Resources Energy Planning Assistance Grant Contract for a Hydroelectric Feasibility Study in the amount of \$6,000.
 - Award Contract to Inovair for Aeration System Blowers in the lump sum amount of \$248,793.00
 - Public Assembly Request: CWF 4th Annual Earth Day Celebration April 22, 2024 1PM-2PM
 - Permitted Discharge Summary for February 2024 (No Blending Discharges)
5. 6:25 **Jon Dobosz, Parks and Recreation Director**
 - Request to transfer \$1,500 from the bid/ cost over run account to the 3/2/13 Town Meeting Appropriation for the evaluation of the former blacksmith shop.
6. 6:30 **Personnel Board**
 - Appoint Eric Cole to Truck Driver/Laborer, Grade C, Step 3, \$21.90/hr. Effective March 12, 2024
 - Appoint Matt Lord and Dorinda Bell-Upp as Montague Representatives to the STRPB District Regional Agreement Subcommittee effective March 12, 2024
7. 6:40 **Executive Assistant Business**
 - Hybrid Meeting Discussion
8. 6:50 **Assistant Town Administrators Business**
 - Authorize Community Services Agreement with RCAP solutions for free grant writing technical assistance to pursue a USDA Rural Development Community Facilities Grant to purchase a new police cruiser.

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9. 7:00

Town Administrators Business

- Notice of Federal Energy Regulatory Commission “Ready for Environmental Analysis” Declaration and Opportunity to File for Intervenor Status and Submit Comments Relative to FirstLight MA Hydro LLC Relicensing Application. Opportunity to comment on the 401 Water Quality Certificate coming soon.
- Consider Two-Year Agreement for Membership in the Upper Pioneer Valley Services District (UPVVSD) commencing July 1, 2024 through June 30, 2026.
- Notice: Seat Available for Montague Representative to the UPVVSD
- Annual MA Selectboard Association Conference, April 27, 2024
- Topics not anticipated in the 48 hour posting

Other

Franklin County Sheriff’s Regional Dog Shelter YEAR END MEETING
Wednesday, March 13th, 2024, Greenfield Public Library at 5:15pm

HOLD THE FOAM! Free Styrofoam Block Recycling Collections. April 6, 13, 20, and 27, 2024 9am – 12 noon

Next Meeting:

- Special Town Meeting. Thursday, March 14, 2024, 6:30 PM at the Turners Falls High School, 222 Turnpike Road, Montague
- Selectboard, Monday, March 18, 2024 at 6:30 PM, via ZOOM
- Finance Committee/Selectboard Joint Meeting, March 20, 2024 at 6:00 pm via ZOOM

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REGIONAL ENERGY PLANNING ASSISTANCE GRANT PROGRAM

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- VI. ATTACHMENT E: BUDGET
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 - 2. GRANTEE AUTHORIZED SIGNATORY LISTING
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I. 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: Department of Energy Resources MMARS Department Code: DOER-ENE	
Legal Address: (W-9, W-4): 34 Greenfield Rd, Montague, MA 01351		Business Mailing Address: 100 Cambridge St, 9th Floor, Boston, MA 02114	
Contract Manager: Chelsey Little	Phone: 413-771-8865	Billing Address (if different):	
E-Mail: cwf.supt@montague-ma.gov	Fax:	Contract Manager: Paul Carey	Phone: 857-202-2415
Contractor Vendor Code: VC6000		E-Mail: paul.s.carey@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: PON-ENE-2024-005	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input 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)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>6,000</u> _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> Agree to standard 45 day cycle ___ 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.) The purpose of this contract is to provide grant funding to hire a consultant to perform a comprehensive assessment of the viability and benefits of clean energy resilience opportunities at critical municipal facilities.			
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>September 30</u> , 2025, 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/Sewer Commission Chair</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Bryan Klepacki</u> Print Title: <u>Chief Financial Officer</u>	



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

Contractor Legal Name (and D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through

: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (Left Side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, or local government or other entities.

Department Procurement: Check this option for a Department contract procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master

the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Managers.

Department Contract Manager

Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply.

Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended, or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). See "Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current

Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS

COMMONWEALTH TERMS AND CONDITIONS

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter “no change” for Rate

Contracts or if there is no change.

Amendment Type: Identify the type of Amendment being made.

Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget: Check this option when renewing a Contract or executing an Amendment (“material change” in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor’s response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any “material change” in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth’s loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [M.G.L. c. 29, § 23A](#)). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated

payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments ([M.G.L. c. 29, § 23A](#)), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. “FY2021” or “FY2021-23”). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter “Multi-Department Use” if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating “see attached” or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. “FY2021” or “FY2021- 23”) in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled “Department Head Signature Authorization” and “Contractor Authorized Signatory Listing” for guidance.



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS

COMMONWEALTH TERMS AND CONDITIONS

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must sign and enter the date the Contract is signed. See section above

under “Anticipated Contract Start Date.” Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. See the **Commonwealth’s policy on electronic or digital signatures.**

Contractor Name/Title: The Contractor Authorized Signatory’s name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing.**

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must sign and enter the date the Contract is signed. See section above under “Anticipated Start Date.” **Rubber stamps are not acceptable.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name/Title: Legibly enter Authorized Signatory’s name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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.

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all “deliverables” purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State’s website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [M.G.L. c. 11, § 12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any

breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor’s own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 CMR 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including [Executive Order 147](#); [M.G.L. c. 29, § 29F](#); [M.G.L. c. 30, § 39R](#); [M.G.L. c. 149 §§ 27C, 44C and 148B](#); and [M.G.L. c. 152, § 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under [M.G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#), if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department’s determination of performance delivered and accepted. The Contractor’s acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. **If budgetary funds revert due to the Contractor’s failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

Payments Subject To Appropriation. Pursuant to [M.G.L. c. 29 §§ 26, 27 and 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [M.G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, [M.G.L. c. 62C, § 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [M.G.L. c. 62E](#), withholding and remitting child support including [M.G.L. c. 119A, § 12](#), TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS

COMMONWEALTH TERMS AND CONDITIONS

Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under [M.G.L. c. 214, § 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office

for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of

this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the [Commonwealth's Terms and Conditions](#), the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); [M.G.L. c. 149, § 27G](#) (moving office furniture and fixtures); [M.G.L. c. 149, § 27H](#) (cleaning state office buildings or buildings leased by the state); [M.G.L. c. 6C, § 44](#) (MassDOT relocation of utilities or utility facility); [M.G.L. c. 7, § 22](#) (contracts for meat products and clothing and apparel); [M.G.L. c. 71, § 7A](#) (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations ([M.G.L. c. 151](#) and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); [M.G.L. c. 151A](#) (unemployment insurance and contributions); [M.G.L. c. 152](#) (workers compensation and insurance); [M.G.L. c. 150A](#) (Labor Relations); [M.G.L. c. 153](#) (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); [M.G.L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [M.G.L. c. 272, § 92A](#); [M.G.L. c. 272, §§ 98 and 98A](#), [Massachusetts Constitution Article CXIV](#) and [M.G.L. c. 93, § 103](#); 47 USC § 255 (Telecommunication Act); [M.G.L. c. 149, § 105D](#), [M.G.L. c. 151C](#), M.G.L. c. 272, §§ 92A, 98 and 98A, and [M.G.L. c. 111, § 199A](#), and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Department is utilizing the Commonwealth IT Terms and Conditions. The term

“other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [M.G.L. c. 7, § 22C](#), for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [M.G.L. c. 30, § 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law, including [M.G.L. c. 268A, § 5\(f\)](#) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor’s company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Orders 523, 526 and 565. Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.). **Executive Order 526** (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). **Executive Order 565** (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination 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), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 § 61\(s\)](#). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

II. Background

1. The Department of Energy Resources (DOER) issued the Municipal Energy Technical Assistance grant application PON-ENE-2024-005 (PON) as set forth in Attachment A.
2. Recipient (Grantee) submitted a response to the PON on or before the due date, as set forth in Attachment B.
3. The DOER has selected the Grantee to receive the Municipal Energy Technical Assistance (META) Grant funds for the project described in Grantee’s response to the PON. Due to the competitive nature of this grant program, the use of these funds is restricted to specifically approved projects.
4. The DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (the Scope of Grant award).
5. The Grantee agrees to complete the project described in the scope of grant award (collectively referred to as “the Project”).
6. This agreement (Agreement) incorporates and makes part hereof certain attachments and forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon attachments and forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

- I. THE COMMONWEALTH STANDARD CONTRACT FORM
- II. BACKGROUND
- III. ATTACHMENT A: PON-ENE-2024-005
- IV. ATTACHMENT B: GRANTEE RESPONSE
- V. ATTACHMENT C: SCOPE OF GRANT AWARD
- VI. ATTACHMENT D: BUDGET
- VII. COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS
 1. COMMONWEALTH TERMS AND CONDITIONS
 2. GRANTEE AUTHORIZED SIGNATORY LISTING
 3. W-9 FORM
 4. EFT

III. ATTACHMENT A – DOER PON-ENE-2024-005 (ENCLOSED)

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IV. ATTACHMENT B – GRANTEE RESPONSE (ENCLOSED)

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V. ATTACHMENT C – SCOPE OF GRANT AWARD

COMMONWEALTH OF MASSACHUSETTS SCOPE OF GRANT AWARD AGREEMENT

By and Between
Massachusetts Department of Energy Resources (DOER)
and
Town of Montague

SCOPE OF GRANT AWARD

Overview

This Contract is for the Municipal Energy Technical Assistance Grant Program to provide grant monies to municipalities to pay for a consultant (Consultant) to perform a comprehensive assessment of the viability and benefits of clean energy resilience opportunities at critical municipal facilities.

Program Schedule

The Grantee shall contact the DOER promptly if the Grantee cannot complete work prior to the end of the grant period, which shall be September 30, 2025.

Disbursement of Funds

- All disbursements must be submitted during the fiscal year in which they occurred
- Disbursements shall be made per receipt by the DOER of the following:
 - 1) A signed copy of the contract between the Grantee and the Consultant.
 - 2) Consultant invoices provided to the Grantee detailing the Consultant's services, tasks completed and charges for services provided.
 - 3) A REQUEST FOR PAYMENT FORM along with the Consultant invoices to the DOER.
- Final payment shall be contingent upon receipt by the DOER of a one to two-page summary (Final Report) of all work provided by Consultant and the progress of the project for which the Consultant is providing services for, as further provided below.

Grantee Warrant to Keep Facility Open

For projects involving services or construction at facility(s) owned by or under the control of the Grantee, the Grantee hereby warrants and certifies that there are no present plans to close or sell the facility(s) for which the grants funds are designated for, and that said facility(s) will not be closed within the next five (5) years of contract Effective Date.

Administrative Costs

No administrative costs are allowed for municipal Grantees.

Publicity

The Grantee will coordinate with the DOER on all publicity regarding this project.

Reporting and Other Required Documentation

- A. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- B. **Final Report:** The Final Report shall reference and detail the work completed as outlined in Attachment B, Grantee Response along with the final invoice and the Request for Payment Form. The Final Report shall be submitted electronically to Paul Carey, paul.s.carey@mass.gov.
- C. **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract, both the Commonwealth and the Grantee retain the right to make further use of the deliverables.

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ATTACHMENT B - BUDGET

Check one: X Initial Budget
 _____ Budget/Account Amendment.
 Maximum Obligation of Contract before this Amendment: \$ _____.

PRIOR MMARS DOCUMENT ID: _____ (for reference - if applicable)

CURRENT DOC ID: _____

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Seller/Child Account	Object Class	Description	Initial Contract Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal Contract Funds	New Amount After Amendment
2024	7006-7056	PP	META Grants	\$ 5,998				
2025	7006-7056	PP	META Grants	\$ 1.00				
2026	7006-7056	PP	META Grants	\$ 1.00				
			TOTAL:	\$6,000.00				

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA	
FISCAL YEAR: <u> 2024 </u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 5,998.00
FISCAL YEAR: <u> 2025 </u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR: <u> 2026 </u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$
TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT (or New Total Maximum Obligation if amended)	\$ 6,000.00

Additional Budget Specifications:

**VI. THE COMMONWEALTH OF MASSACHUSETTS
STANDARD CONTRACT ATTACHMENTS (ENCLOSED)**

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT FORM

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Proposal for:

Town of Montague, MA

AERATION SYSTEM BLOWER UPGRADE PROJECT

February 27, 2024

**Prepared by:
Inovair**

February 27, 2024

Town of Montague, MA
One Avenue A
Turners Falls, MA 01376
Attention: Steven Ellis, Chief Procurement Officer

Re: Aeration System Blower Upgrade Project Bid

Dear Steven,

We are pleased to offer our Inovair IM-20 Geared centrifugal blowers for the above named project. The Inovair IM series blower has proven reliable and highly efficient and has documented energy savings, with an unmatched available uptime of > 99%. The Inovair Geared Blower operates with a state-of-the-art aerodynamic design directly coupled to a proven gear case to generate its industry leading efficiency. The Inovair product is designed with unlimited life oil-film bearings. These bearings are integral to our 16.65:1 gear drive, which has a design life of over twenty years before service, and have been used in thousands of shipments to the wastewater, aircraft ground support and other industrial markets over the past 13 years. Additionally, Inovair has over 25 years of blower and compressor experience thanks to its parent company, Accessible Technologies, Inc., which has shipped over 60,000 superchargers and industrial blowers. With our production and service/support facility located in Lenexa, KS and local support from our representative Russell Resources service is always available within 24 hours. Additionally since the Inovair Blower is designed and built at our facility in the US we can ensure on time delivery and product support for the life of our equipment. With over one hundred twenty units installed in similar WWTF's in the US and we are confident if Inovair is selected for this project the Montague, MA WWTF will be extremely happy with their decision. We look forward to working with you, and the Town of Montague.

Sincerely,

Glen Roderique
Sales Engineer
Inovair
14801 W 114th Terrace
Lenexa, KS 66215
Phone – (913) 469-7201
Inovair.com
glen.roderique@inovair.com



BID DOCUMENTS

Company Background

Based in Lenexa, KS Inovair is the industrial products division of Accessible Technologies, Inc. The company was founded in 1994 to expand the application of high efficiency geared centrifugal blower technology within the forced induction and industrial markets. Inovair is the worldwide leader in forced air aircraft deicing and a leader in high efficiency blower packages for wastewater treatment. Highly efficient blower design and reliable transmission are just two of hallmarks of the Inovair line of geared centrifugal blowers and centrifugal compressors.

Thanks to our 26-year history of centrifugal compressor leadership, the Inovair line of high efficiency blowers provides significant energy savings; 10 to 45+% when compared with typical positive displacement and multi-stage blowers. Inovair blowers also feature superior durability, 99% up-time, in thousands of units sold into the aviation and waste water markets. This extraordinary reliability, low capital cost, and high efficiency provides the “Lowest Total Cost of Ownership”. Inovair blowers feature the latest centrifugal compressor designs, including high-efficient impeller, robust transmission, and responsive control systems.

All Inovair products are designed, manufactured, and serviced in the United States in Lenexa, KS at our 60,000 square foot headquarters and manufacturing campus.



Inovair is the only manufacturer of centrifugal blowers and compressors (both geared centrifugal blowers and turbo blowers) which performs all of its manufacturing and design activities in the USA. Additionally, our service and support personnel are based at this campus. With over \$1MD of available inventory and over 50 combined years of service capability Inovair has the resources available if there ever is a need.

TOWN OF MONTAGUE CLEAN WATER FACILITY (CWF)
Invitation for Bids – Aeration System Blower Upgrade Project

BID FORM

To the Awarding Authority:

The Undersigned proposes to furnish and deliver all materials required for TOWN OF MONTAGUE – **Aeration System Blower Upgrade Project** in TURNERS FALLS, Massachusetts, in accordance with the bid specifications and Invitation for Bids.

This bid includes addenda numbered N/A _____

The proposed cost schedule is as follows:

LUMP SUM of the Aeration System Blowers and Master Control Panel Package*:

(dollars): \$ 248,793.00 _____ (LUMP SUM)

(written): Two Hundred Forty-Eight Thousand, Seven Hundred Ninety-Three Dollars _____ (LUMP SUM)

***Package includes two blowers with integral local control panels, one master control panel (shipped loose), two variable frequency drives (shipped loose) and two passive harmonic filters (shipped loose).**

TOWN OF MONTAGUE CLEAN WATER FACILITY (CWF)
Invitation for Bids – Aeration System Blower Upgrade Project

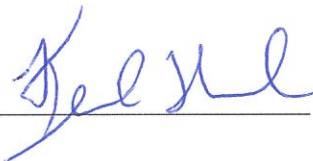
The above price schedule includes all costs associated with the Aeration System Blowers and Master Control Panel Package and all other materials, services, insurance, shipping costs necessary to accomplish the work as specified in this Invitation for Bids, all costs for preparing the bid and warranty.

I/We hereby agree to provide materials and services for which we have provided pricing in accordance with the specifications in this bid.

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Any "Or Equal" submissions are included only with complete material specifications and numbered to meet the Specification List and are subject to approval by the Town.

Authorized Signature  Printed Name Kevin Novak - CFO

Company Name Inovair Date 2/2/2024

Postal Address: 14801 W. 114th Terrace
Lenexa, Kansas 66215

Email Address: Kevin.Novak@procharger.com

Phone Number: 913-338-2886

TOWN OF MONTAGUE CLEAN WATER FACILITY (CWF)
Invitation for Bids – Aeration System Blower Upgrade Project

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

48-1142256 Federal Tax ID Number (this number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941 .

*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE

*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE

*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ABOVE ONLY AND CHECK HERE

TOWN OF MONTAGUE CLEAN WATER FACILITY (CWF)
Invitation for Bids – Aeration System Blower Upgrade Project

Exhibit A – Legal Certifications

CERTIFICATIONS REQUIRED BY LAW

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.


TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

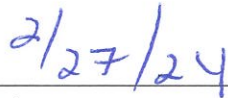
NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

COMPLETE AND SIGN BELOW:



Authorized Person's Signature



Date

Kevin Novak - CFO

Print Name & Title of Signatory

Name of Contractor

TOWN OF MONTAGUE CLEAN WATER FACILITY (CWF)
 Invitation for Bids – Aeration System Blower Upgrade Project

REFERENCES

Please list at least three (3) sales references for supply of similar equipment/systems. Please make sure contact information is CURRENT. Inability to check references may affect the eligibility of your bid. You may use your own form if it includes at least all of this information.

1 IM-20 Blowers- (3) 100 HP	11/5/2021
Equipment Description/Size	Date Delivered
Dan Driscoll ddriscoll@concordnh.gov	Concord, NH
Name of Contact Person	Location of Equipment
603-230-3858	City of Concord - Dan Driscoll
Phone Number	Name of OWNER
2 IM-20 Blowers - (2) 75 HP & (1) 40 HP	5/19/2023
Equipment Description/Size	Date Delivered
Phil Pickering phil@ogunquitsewerdistrict.org	Ogunquit, ME
Name of Contact Person	Location of Equipment
207-646-3271	City of Ogunquit - Phil Pickering
Phone Number	Name of OWNER
3 IM-20 Blowers - (3) 75 HP	9/30/2022
Equipment Description/Size	Date Delivered
Tyler Valiente tvaliente@coalcity-il.gov	Coal City, IL
Name of Contact Person	Location of Equipment
815-955-8341	Coal City - Tyler Valiente
Phone Number	Name of OWNER



Wastewater Installation List

February, 2021

	Plant	City	State	Model	# of Units (blowers)	HP	SCFM	DESIGN PSIG	Commission Date Month-Year	Contact	Phone	Process:
1	Nixa WWTP	Nixa	MO	IE	3	50	1100	6	January-13	Josh Youngblood	(417) 724-5619	Varying Level
2	Clarion Landfill WTP	Clarion	PA	IO	1	75	790	10	July-14	Unmanned Plant		Leachate - Varying Level
3	New Madrid WWTP	New Madrid	MO	IO	3	75	1100	9	December-14	Richard	(573) 748-5402	Aeration
4	Rib Mountain WWTP	Rib Mountain	WI	IE	1	75	1350	8	February-15	Andy Heise	(715) 359-3984	Aeration, Existing VFD's Used, same line as PD's
5	Village of Walton WWTP	Village of Walton	NY	IO	2	50/75	890/1320	9.2/8.9	February-15	Shane Boice	(607) 865-6993	Aeration and Digester
6	Butterball WTP	Huntsville	AR	IO	5	75	1525	6.3	February-15	Plant Closed	N/A	Aeration - Bio Fuel Process
7	Woodstock	Woodstock	IL	IO	2	60	866	9	February-15	Anne George	(815) 338-6118	Aeration
8	Oswego WWTP	Oswego	NY	IO	3	40	936	6	July-15	Ken Scherrieble	(914) 489-4127	Filter Backwash
9	Mexico WWTP	Mexico	NY	IO	1	40	630	7.5	August-15	Greg Britton	(315) 447-3416	Aeration
10	New Holstein WWTP	New Holstein	WI	IO	4	50	1150/900	5.5/5.0	November-15	Ian DeMarre	(820) 205-3085	Aeration and Digester, Blowers Start/Stop every 24min
11	West WWTP	Hope	AR	IO	1	75	1200	7.8	November-15	Scott Ross	(870) 796-0890	Aeration, Same line as multi-stage
12	Coca Cola	Dunedin	FL	IO	3	75	1100	11	December-15	Virgil Dove	(727) 260-2859	Aeration, MBR
13	Havre WWTP	Havre	MT	IO	3	100	1200	9.4	December-15	Drue Newfield	(406) 265-9031	Aeration
14	Stonington WWTP	Stonington	IL	IO	1	25	500	4.4	March-16	Jeff Tumiat	(217) 825-3505	Lagoon Aeration
15	Dexter WWTP	Dexter	NY	IO	2	50	1180	5	March-16	Matt Shawcross	(315) 783-1550	Aeration
16	Merrill WWTP	Merrill	WI	IO	2	75	1300	7.5	April-16	Kim Kriewald	(715) 536-6561	Aeration
17	Rainsville WWTP	Rainsville	AL	IE	2	75	1320	7.8	June-16	Allen Stiefel	(256) 899-6040	Digester, Varying Level
18	Owego WWTP	Owego	NY	IO	3	40	980	6	June-16	Blaze	(607) 687-2282	Aeration
19	Iowa Park WWTP	Iowa Park	TX	IO	2	60	1200	6	July-16	Ray Thompson	(940) 642-9063	Aeration and Digester
20	Heeai WWTP	Kaui Kuna	HI	IO	2	100	1750	7.2	November-16	TBD	TBD	Never Commissioned
21	Blue Springs	Blue Springs	MO	IM Stack	2	100	1635	9	November-16	Jeff Butner	(816) 935-2730	Aeration
22	Cortland	Cortland	IL	IO	1	75	1000	13	December-16	Jeff Lemke	(815) 739-1287	Aeration, Same line as PD's
23	North Star	Delta	OH	IO	1	40	550	14	May-17	Tony Grant	(419) 822-2200	Varying Level
24	LaSalle	LaSalle	IL	IE	2	75	1600	6.5	May-17	Vinny Maggi	(815) 488-1433	Aeration
25	Hamilton	Hamilton	MT	IE	1	100	1400	10	November-17	Donny Ramer	(406)363-6717	Aeration
26	Agropur	Jerome	ID	IM	4	125	1032	15.5	January-18	Amanda Kindt	(208) 329-4413	EQ Tank, Varying Level 12'-34'
27	Pickerington	Pickerington	OH	IM	8	75	1375	8.5	April-18	Seth Borland	(740) 243-0322	Aeration W/ MCP & DO Control
28	Sni-a-Bar WWTP	Blue Springs	MO	IM Stack	2	100	1750	9.5	May-18	Jeff Butner	(816) 935-2730	Aeration w/ MCP & DO Control
29	Reed Creek MWWT	Augusta	GA	IM	3	75	1500	6.4	October-18	Richard Haygood	(706) 589-3806	Digester, Varying Level
30	Livingston MWTP	Livingston	MT	IM Stack	4	50/60	970/820	5.5/9.7	November-18	Russ Smith	(406) 224-5202	WAS Holding and Digester all Varying Level
31	Madison	Madison	AL	IM Stack	4	100/50	1750/900	8.9	March-19	Chris West	(256) 774-3542	Digester, Varying Level
32	Minonk	Minonk	IL	IO	2	40	430	15	April-19	Max	(309) 200-7012	Lagoon Aeration
33	Medina	Medina	NY	IE	2	25	750	4.0	October-19	Steve Rodland	(585) 230-0521	RBC Aeration
34	Fairbury	Fairbury	IL	IM	4	40/60	660/960	7.9/8.6	November 2019 / August 2020	Brad Duncan	(815) 419-5324	Aeration and Digester all Varying Level
35	Paramont Estates	Paramont	KY	IC	1	30	575	5.0	November-19	Joe Sanders	(502) 609-2114	Aeration
36	Gardner	Gardner	KS	IM	8	75	1780	7.2	December-19	Scott Millholland	(913) 856-6523	Digester, Varying Level
37	Valley Center WWTP	Valley Center	CA	IO	2	60	900	10.5	April 2014 / November 2018	Rick Beath	(760) 735-4547	Digester, Varying Level 12'-24'
38	Poplar	Poplar	MT	IO	2	30	600	6.8	August-20	Shane	(406) 895-7953	Digester, lift Pumps
39	New Castle	New Castle	IN	IM	2	75	1600	6.0	January-20	Steve Dickerson	(765) 465-8358	WAS Holding Mixing Process, Varying Level, Multiple Basins
40	East Peoria #3	East Peoria	IL	IM	3	100	1270	8.0	TBD	TBD	TBD	Aeration, Digester (MOV & CPH) w/ MCP & DO Control
41	East Dubuque	East Dubuque	IL	IO	2	100	1050	11.0	March-20	Mark Fluhr	(563) 213-1058	Digester, Varying Pressures, Pending DO Feedback
42	Meridian	Meridian	CO	IM Stack	2	75	1575	6.5	August-20	John Buuler	(303) 718-8360	Digester, High Elevation



Wastewater Installation List

February, 2021

Plant	City	State	Model	# of Units (blowers)	HP	SCFM	DESIGN PSIG	Commission Date Month-Year	Contact	Phone	Process:
43 Tyson	Springdale	AR	IM	1	125	1720	15.9	March-20	Charles Vanpelt	(479) 750-5339	Varying Level, Existing VFD's Used
44 Arcola	Arcola	IL	IO	1	40	700	8.0	March-20	Dustin	(217) 259-3474	Lagoon Aeration
45 Pickerington	Pickerington	OH	IO	3	60	1200	8.5	May-20	Seth Borland	(740) 243-0322	Digester, Varying Level, Repeat Customer
46 Pontiac	Pontiac	IL	IM	9	75	1350	8.25	TBD	TBD	TBD	Aeration w/ DO Control
47 Burley	Burley	ID	IM	2	60	1000	8.0	September-20	Dee Hodge	(208) 650-5042	Digester
48 Lafayette	Lafayette	CO	IM	1	100	1550	8.3	October-20	Bob Hansen	(303) 655-5506	Aeration runnign CPH
49 Stayton	Stayton	OR	IM Stack	2	125	2000	11.38	December-20	Troy Sanders	(503) 871-2252	SBR, start/stops, Varying Level
50 Paducah McCracken	Paducah	KY	IM Stack	2	125	2632	7.0	January-21	Chris Hatton	(270) 559-1751	Aeration W/DO Control
51 Sparta	Sparta	WI	IM	1	100	1950	8.0	January-21	Dale Passehl	(608) 633-0118	Aeration W/DO Control and automated valves
52 Hutchinson	Hutchinson	KS	IM Stack	4	125	2575	8	June-21	TBD	TBD	Aeration
53 East Peoria #1	East Peoria	IL	IM	3	100	1270	8.0	November-21	TBD	TBD	Aeration w/ DO Control
54 Russellville	Russellville	AR	IM Stack	7	125	2500	9	August-21	TBD	TBD	Aeration
55 Fort Morgan	Fort Morgan	CO	IM	2	75	1400	8.0	July-21	TBD	TBD	Aeration
56 Fort Lupton	Fort Lupton	CO	IM	3	100	1500	3.0 - 10.0	August-21	TBD	TBD	Digester / Varying Level
57 Town of Plains	Town of Plains	MT	IM	2	25	360	6.1	May-21	TBD	TBD	Digester / Varying Level
58 West Goshen	West Goshen	PA	IO	1	60	1200	8	May-21	TBD	TBD	Aeration
59 Key West	Key West	FL	IM Stack	3	125	2000	8.7	December-21	John Paul Castro	TBD	Aeration
60 Concord	Concord	NH	IM	2	100	1800	7.5	July-21	Dan Driscoll	TBD	Aeration
61 Belgrade	Belgrade	MT	IM	3	75	1604	6.0	TBD	TBD	TBD	Aeration

QTY	144	Blower Modules
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TECHNICAL SPECIFICATIONS

The proposal complies the Technical Specifications of the bid package with the following exceptions/comments:

1. No exceptions taken



PROPOSAL



Designed and manufactured in the U.S.A.

Represented By:
Paul Russell
Russell Resources

Page One

Project: Montague, MA

Quote No.: 346637 Rev. D

Opp. No.: 1364

Date: February 14, 2024

Specification: Inovair Standard Design

Two (2) single-stage IM20 series geared centrifugal blowers, accessories, and controls with variable frequency drives (VFD's) for variable output capacity control. Each designed for a capacity of 1,130 SCFM at 9.4 PSIG discharge pressure. Each unit is equipped with automatic temperature compensation and automatic speed adjustment for varying liquid levels.

Major Skid Components:

Inovair centrifugal blower with integral speed increasing gearbox and oil reservoir
75 HP ODP high efficiency electric motor w/ T-stats,
460VAC/3ph suitable for VFD drive
Guards
Structural steel base
Oil lube system with mechanical pump, oil filter, and air-oil cooler, initial oil fill
Skid mounted instruments
Blow-off (bypass) valve, electric-actuated
Vibration isolation pads
Integral inlet filter
Bypass Valve Silencer

Shipped Loose Components (for each blower):

10-12" Reducing ANSI Flange Air Intake
Discharge check valve – 8 inches
NEMA 12 VFD – 75 HP/460VAC/3PH
8" Discharge EPDM Expansion Joint
8" EPDM Manual Butterfly Valve
Master Control Panel – (1 total)
Oil service pump – (1 total)

Instruments Include:

Ambient pressure transducer
Inlet pressure transducer
Inlet temperature sensor
Oil temperature sensor
Oil pressure transducer
Discharge temperature sensor
Discharge pressure transducer

Control Panel:

Each blower unit will come with an integrated UL rated NEMA 4 Local Control Panel (LCP) with an A-B PLC machine level controller. Panel door mounted items include operator interface monitor (HMI) and shutdown button. A separate 120/60/1 15 amp power supply is required.

Paint:

Manufacturer's standard powder coat finish.

Start-up Service:

Three days (2 trips) of start-up and operator training is included. Additional service is available at \$1,500 per day plus travel and living expenses billed at cost, plus 10%. Advance notification of 10 working days is required for scheduling.

Factory Test (Non-witnessed):

Factory Performance Test – air-end/gearbox
Functional Control Panel System Test
Mechanical Run Test
Motor Routine Test

Drawings and Shipment:

Standard equipment submittal to be issued within 3 weeks after acceptance of the order by Inovair. If required, additional submittal information beyond Inovair standards will follow within a reasonable time. Delivery is estimated to be 12-16 weeks after submittal approval.

Payment Terms: Terms of invoiced values below, without deduction, are to be paid within 30 days after invoice date. Payment shall not be dependent on the Contractor or Manufacturer's Representative being paid by any third parties. Under no circumstances will payment be dependent on acceptance of the equipment by the Owner. Progress payments will be required as follows (all payments net 30 from date of invoice):

- 30% due net 30 days upon approved submittals
- 60% due net 30 days upon equipment shipment from factory
 - Note: If commissioning is desired within 30 days of shipment, payment is due prior to commissioning
- 10% due net 30 days upon equipment commissioning
 - Note: Payment not to exceed 90 days from shipment

Items Not Included:

Installation, anchor bolts, interconnecting pipe, fittings, bolts, nuts, gaskets, wiring, valves, oil and lubricants, disconnects or any other items not specifically listed above.

Additional Items (Not Included in Quote):

2/each Passive Harmonic Filters in NEMA 12 Enclosures - \$21,593.00

Notes:

Quote Includes 2 spare air intake filters.
VFD's are standard NEMA 12 wall mount units.
LCP's (7" HMI) and MCP (10" HMI) are Inovair standard units.

Price: \$ 227,200.00,

Two Hundred Twenty-Seven Thousand Two Hundred Dollars

F.O.B. factory, freight allowed to the jobsite. Quote does not include any local, state or federal taxes.

This proposal is firm for 90 days.

Quoted by:

Glen Roderique
Sales Engineer
Inovair
14801 W. 114th Terrace
Lenexa, KS 66215
Office: 913-469-7201
Cell: 913-522-6210

Rev. A - Revised quote for 3 blowers (from 1) and increased I/O in MCP
Rev. B - Revised quote for 2 blowers (from 3).
Rev. C - Updated proposal per bid/spec package.
Rev. D - Revised quote for standard LCP's, MCP and VFD's and optional harmonic filters.

Warranty:

Inovair geared centrifugal blower and accompanying manufactured components are warranted to be free from defects in materials and workmanship for a period of twenty-four (24) months, commencing at the time the blower system is placed into service, but in no event are these manufactured components to be warranted for longer than thirty (30) months from date of shipment. Electrical and other purchased components (supplied by other manufacturers) are warranted in accordance to those stated warranty policies, and are not eligible under this warranty.

The replacement or repair of parts normally consumed in service such as oil, grease, belts, etc. is considered part of routine maintenance and upkeep and such parts are not eligible for repair or exchange free of charge under this warranty.

During the warranty period, if any warranted part is defective or fails to perform as specified when operating at design conditions and if the blower system has been environmentally and physically protected prior to start-up and has been installed, operated and maintained all in accordance with the written instructions provided, exchange free of charge a replacement for such defective part. Defective parts must be returned by the owner postage paid. This limited warranty coverage is extended only to the original owner. Use of any pulley not manufactured or supplied by blower manufacturer voids all warranty coverage. Disassembly of blower or removal of the blower serial plate voids all warranties. Claims for freight damages should be directed to the freight company.

No other warranty expressed or implied and specifically disclaims any implied warranty as to the merchantability of the blower system or as to its fitness for any particular purpose. Blower manufacturer is not responsible for consequential or incidental damages of any nature resulting from such things as, but not limited to, defects in design, material, workmanship, or delays in delivery of blower, availability of replacements or repairs.

The waiver or abridgement of any single provision or group of provisions, either by ruling or agreement, shall not be construed to alter or void any other provisions of this warranty.

IᅀOVAIR TERMS AND CONDITIONS

TERMS OF SALE

The sale of products and services ("Products") by Accessible Technologies, Inc. and its divisions, subsidiaries, and affiliates ("Iᅀovair") are subject to these terms and conditions ("Agreement") regardless of other or additional terms or conditions that conflict with or contradict this Agreement in any purchase order, document, or other communication ("Order"). Preprinted terms and conditions on any document of customer ("Customer") (for example: Orders or confirmations) and/or Iᅀovair's failure to object to conflicting or additional terms will not change or add to the terms of this Agreement.

1. ORDERS. Quotes from Iᅀovair are invitations to tender and are subject to change at any time without notice. All Orders are subject to acceptance by Iᅀovair. Contracts between Customer and Iᅀovair are formed upon Iᅀovair's written acceptance or execution of Customer's Order and shall be subject to this Agreement. All Orders including, but not limited to, Electronic Purchase Orders, for Products identified by Iᅀovair as non-standard, are non-cancelable, non-returnable. Iᅀovair may identify Products as non-standard by various means including, but not limited to, quotes, Scope of Services, Products lists, attachments or exhibits. Customer may not change, cancel or reschedule Orders for standard Products without Iᅀovair's consent. Iᅀovair reserves the right to allocate the sale of Products among its Customers.

2. PRICES. Prices are subject to change at any time. Prices are for Products only and do not include taxes, shipping charges, freight, duties, and other charges or fees, such as fees for special packaging and labeling of the Products, permits, certificates, customs declarations and registration (collectively, "Additional Fees"). Customer is responsible for any Additional Fees.

3. TERMS OF PAYMENT. Terms of invoiced values below, without deduction, are to be paid within 30 days after invoice date. Payment shall not be dependent on the Contractor or Manufacturer's Representative being paid by any third parties. Under no circumstances will payment be dependent on acceptance of the equipment by the Owner. Progress payments will be required as follows (all payments net 30 from date of invoice):

- 30% due net 30 days upon approved submittals
- 60% due net 30 days upon equipment shipment from factory
 - Note: If commissioning is desired within 30 days of shipment, payment is due prior to commissioning
- 10% due net 30 days upon equipment commissioning
 - Note: Payment not to exceed 90 days from shipment

Total invoice amount is due no later than 30 days following equipment start-up or 90 days after shipment, whichever occurs first. Payment shall not be dependent on the Contractor or Manufacturer's Representative being paid by any third parties. Under no circumstances will payment be dependent on acceptance of the equipment by the Owner. Any other payment terms must be approved in writing by Iᅀovair. On any past due invoice, Iᅀovair may charge (i) interest from the payment due date to the date of payment at 12% per annum, plus reasonable attorney fees and collection costs; or (ii) the maximum amount that is allowed under the applicable law if Iᅀovair's interest rate is deemed invalid. At any time, Iᅀovair may change the terms of Customer's credit, require financial data from Customer for verification of Customer's creditworthiness, require a bank guarantee or other security, or suspend any outstanding Orders of Customer. Iᅀovair may apply payments to any of Customer's accounts. If Customer defaults on any payment under this Agreement, Iᅀovair may reschedule or cancel any outstanding delivery and declare all outstanding invoices due and payable immediately. Unless otherwise provided by applicable law, any credit issued by Iᅀovair to Customer in respect of any of Customer's accounts will expire if unused for twelve (12) months following the date of issuance of such credit.

4. DELIVERY AND TITLE. Unless otherwise specified by Iᅀovair in writing, all deliveries by Iᅀovair are EXW Iᅀovair's warehouse (INCOTERMS 2013). Title shall pass to Customer upon delivery of the Products to the carrier. Iᅀovair's delivery dates are estimates only and subject to timely receipt of supplies by Iᅀovair. Iᅀovair is not liable for delays in delivery. Iᅀovair reserves the right to make partial deliveries and Customer will accept delivery and pay for the Products delivered. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.

5. IᅀOVAIR'S LIMITED WARRANTY. See included statement of warranty.

6. PRODUCT RETURN Customer may return Products to Iᅀovair only with a return material authorization ("RMA") number issued by Iᅀovair. Customer must notify Iᅀovair in writing of any damage to the outer packaging or the Products, shortage, or other discrepancy ("Visual Defect") within 3 days after receipt of the shipment; otherwise, Customer is deemed to have accepted the Products and may not revoke acceptance. RMAs will be issued only for Visual Defects created solely by Iᅀovair, and only if Customer satisfies the notice requirement. RMAs will not be granted for damage, shortage, or other discrepancy created by Customer, the carrier or freight provider, or any other third party. Product return pursuant to a warranty requires written notice from Customer to Iᅀovair within the warranty period detailing the Product defect. Customer must return the Products to Iᅀovair freight prepaid in original manufacturer's shipping cartons

or equivalent, along with acceptable proof of purchase, within the warranty period and as specified in the RMA. At Inovair's discretion, Inovair will return all Products not eligible for return to Customer, freight collect, or hold Product for Customer's account at Customer's expense.

7. LIMITATION OF LIABILITY. To the extent permitted by law, neither Inovair nor its employees or agents are liable for and Customer is not entitled to any indirect, special, incidental or consequential damages (for example, loss of profits or revenue, loss of data, loss of use, rework, manufacturing expense, injury to reputation, or loss of Customers). To the extent permitted by applicable law, Customer's recovery from Inovair for any direct damages will not exceed the price of the Product at issue. To the extent the preceding limitation of liability is deemed invalid under applicable law, Inovair's total liability in any event will not exceed USD 50,000 or the equivalent thereof. Customer will indemnify, defend and hold Inovair harmless from any claims based on: (i) Inovair's compliance with Customer's designs, specifications, or instructions, (ii) modification of any Product by anyone other than Inovair, or (iii) use of Products in combination with other products or in violation of clause 9 below.

8. FORCES BEYOND INOVAIR'S CONTROL. Inovair is not liable for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control (for example: acts of nature, acts or omissions of the Customer, operational disruptions, man-made or natural disasters, epidemic medical crises, materials shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labor or materials through its regular sources).

9. USE OF PRODUCTS. Customer shall comply with the manufacturer's or supplier's Product specifications. Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or serious property damage. If Customer uses or sells the Products for use in any such applications or fails to comply with the manufacturer's Product specifications, Customer acknowledges that such use, sale, or non-compliance is at Customer's sole risk.

10. EXPORT/IMPORT. Certain Products and related technology and documentation sold by Inovair are subject to export control laws, regulations and orders of the United States, the European Union, and/or other countries ("Export Laws"). The Customer shall comply with such Export Laws and obtain any license, permit or authorization required to transfer, sell, export, re-export or import the Products and related technology and documentation.

The Customer will not export or re-export the Products and related technology and documentation to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United Nations, U.S. Department of Treasury, U.S. Department of Commerce or U.S. Department of State. The Customer will not use the Products and related technology and documentation in relation to nuclear, biological or chemical weapons or missile systems capable of delivering same, or in the development of any weapons of mass destruction.

11. PRODUCT INFORMATION. Product information (for example, statements or advice (technical or otherwise) advertisement content, and information related to a Product's specifications, features, export/import control classifications, uses or conformance with legal or other requirements) is provided by Inovair on an "AS IS" basis and does not form a part of the properties of the Product. Inovair makes no representation as to the accuracy or completeness of the Product information, and DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES UNDER ANY THEORY WITH RESPECT TO THE PRODUCT INFORMATION. Inovair recommends Customer validate any Product Information before using or acting on such information. All Product information is subject to change without notice. Inovair is not responsible for typographical or other errors or omissions in Product information.

12. GOVERNMENT CONTRACTS. Inovair is a distributor of "Commercial Items" as defined in FAR 2.101. Inovair agrees only to the clauses in the Federal Acquisition Regulation ("FAR") and Defense Federal Acquisition Regulation ("DFAR") that are required to be inserted in subcontracts for commercial items as set forth in FAR 52.244-6(c)(1), FAR 52.212-5(e)(1), and DFAR 252.244-7000 if it is a subcontract under a Department of Defense prime contract. In accordance with FAR 12.211, Customer will receive only those rights in technical data customarily provided to Inovair by the manufacturers. By no means will this be interpreted as providing to Customer unlimited rights in data, software, or intellectual property rights provided by the manufacturers or any other third party. Inovair specifically rejects the flow down of the requirements of the: (i) Trade Agreements Act, FAR 52.225-5 or DFARS 252.225-7021; (ii) the Buy American Act, FAR 52.225-1 or DFARS 252.225-7001; and (iii) any Preference for Domestic Specialty Metals regulation.

13. ELECTRONIC ORDERS. In the event that any part of the purchase and sale of Products, including Customer's acknowledgment, utilizes electronic data interchange, Customer's internal portal or third party portal, or any other electronic means ("Electronic Purchase Order"), this Agreement will continue to apply to the purchase and sale of Products between Customer and Inovair. Customer's acceptance of Inovair's acknowledgment request or Inovair's specification of details with respect to Electronic Purchase Orders via writing, email or other electronic data interchange shall be binding on Customer.

14. GENERAL.

A. This Agreement shall be governed, construed, and enforced in accordance with the laws of the country where the Inovair entity that accepted Customer's Order ("Governing Country") is located. The courts of the Governing Country shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. If the Governing Country is the United States of America, the laws and courts of the State of Kansas will apply without reference to Kansas' conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply.

B. Customer may not assign this Agreement without the prior written consent of Inovair, and Inovair's affiliates may

perform Inovair's obligations under this Agreement. This Agreement is binding on successors and assigns.

C. This Agreement can only be modified in writing signed by authorized representatives of both Inovair and Customer.

D. Inovair and Customer are independent contractors and agree that this Agreement does not establish a joint venture, agency relationship, or partnership.

E. Inovair's failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions.

F. The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.

G. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses, and Customer will comply with such rights.

H. Customer and Inovair will comply with applicable laws and regulations.

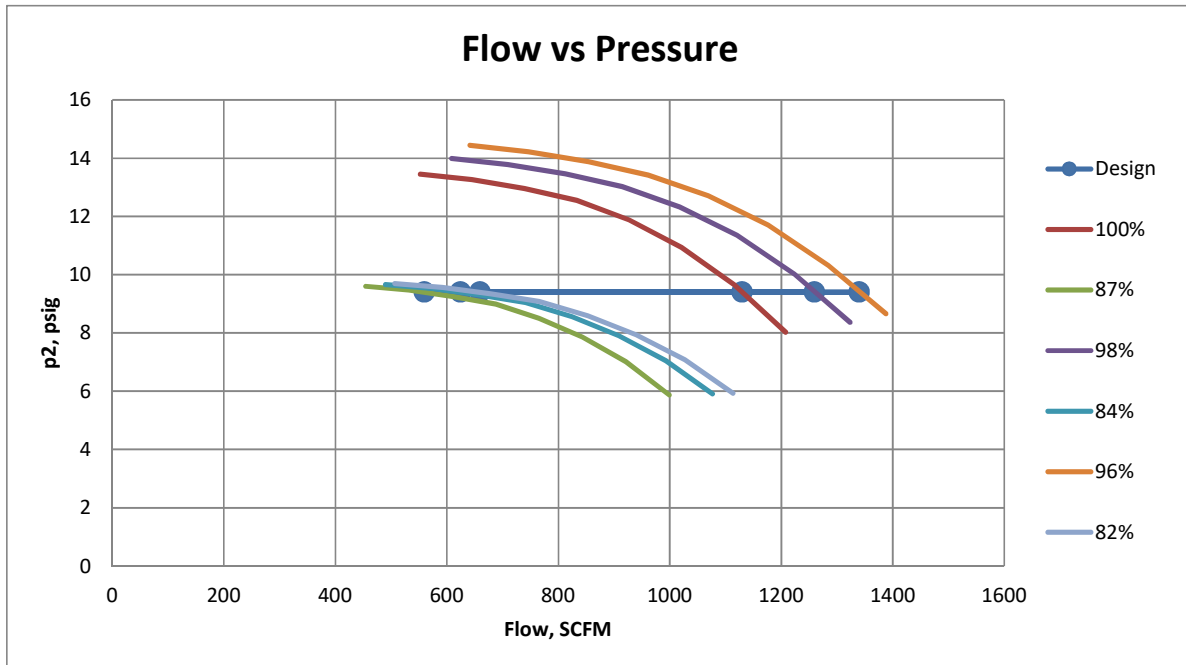
I. The parties agree to use electronic signatures and agree that any electronic signatures will be legally valid, effective, and enforceable.



Project: Montague, MA - Fine Bubble Diffusers
Aero Stage: IF2-23-090
Altitude (ft): 0

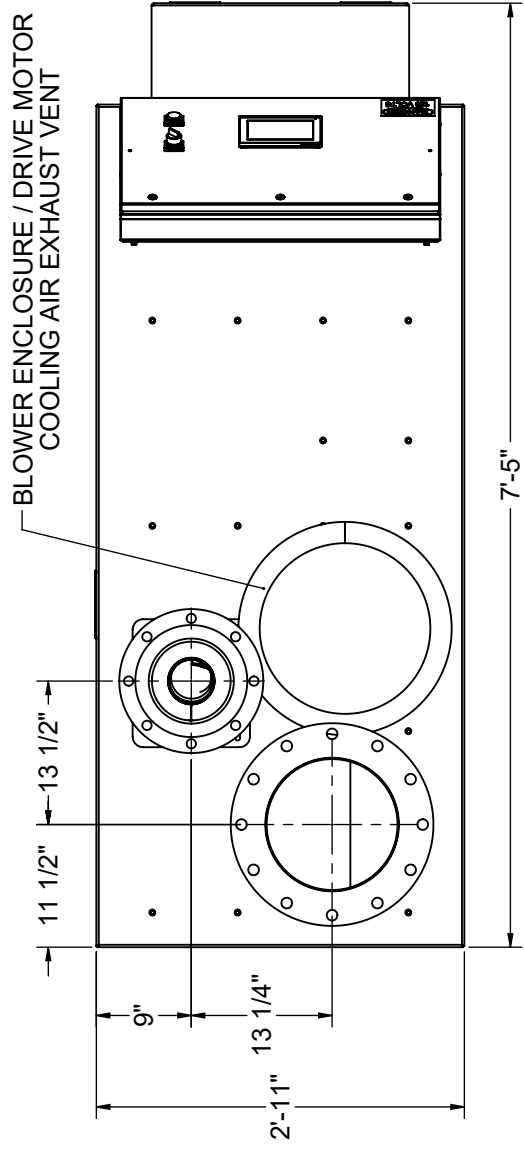
Point (#)	Speed (RPM)	Flow (scfm)	Pressure (psig)	Temp (F)	RH (%)	Motor HP (hp)	System Power (KW)	Design Condition
1	39,732	1130	9.40	100	90%	61.3	49.7	Max. Flow @ Max. Temp.
2	34,744	560	9.40	100	90%	30.3	24.8	Min. Flow @ Max. Temp.
3	38,789	1260	9.40	68	36%	62.3	50.4	Max. Flow @ Std. Temp.
4	33,509	625	9.40	68	36%	30.2	24.7	Min. Flow @ Std. Temp.
5	38,159	1340	9.40	40	36%	63.2	51.1	Max. Flow @ Min. Temp.
6	32,629	660	9.40	40	36%	29.9	24.5	Min. Flow @ Min. Temp.

HP bases on +/- 5% tolerance
 SCFM based on 68F, 36% RH, 14.7 psia



Weight: 2400 lbs

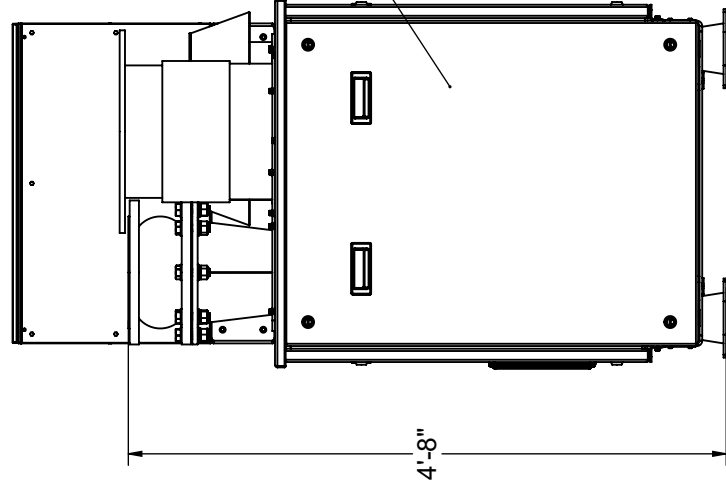
3FT PERIMETER ACCESS RECOMMENDED



8" PIPE BLOWER DISCHARGE WITH CLASS 150 ANSI EXPANSION JOINT (NON-LOAD BEARING) & (CHECK VALVE & ISOLATION VALVE REQUIRED)

12" PIPE REMOTE AIR INTAKE WITH FLANGE, REDUCE DOWN TO 10" (CLASS 150 ANSI BOLT PATTERN)

REMOVABLE END PANEL FOR PROCESS AIR FILTER ELEMENT ACCESS



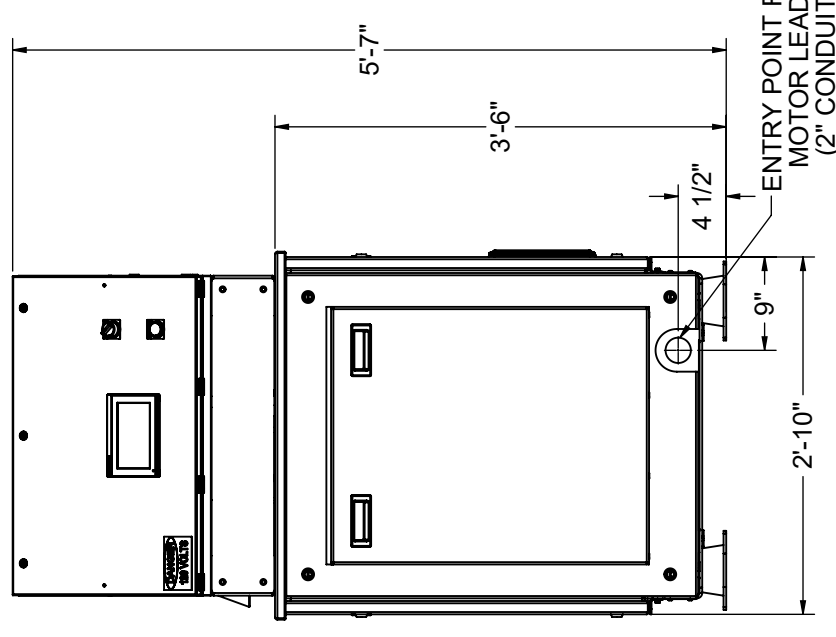
LOCAL CONTROL PANEL

HMI

BLOWER ENCLOSURE / DRIVE MOTOR COOLING AIR INTAKE

REMOVABLE FORK LIFT SLOT COVERS

REMOVABLE SIDE PANELS FOR ROUTINE MAINTENANCE ACCESS



NOTES:

- 460VAC/3PH WIRING FROM VFD TO EACH BLOWER IS REQUIRED TO BE EITHER SEPARATE CONDUITS OR SHIELDED CABLE IF COMBINED IN SINGLE CONDUIT, BUT MUST THEN BE SEPARATED OUTSIDE OF BLOWER FRAME
- 120VAC/1PH AND CONTROL FOR EACH BLOWER MAY BE COMBINED IN SINGLE CONDUIT IF DESIRED, BUT MUST THEN BE SEPARATED OUTSIDE OF BLOWER FRAME
- DISCHARGE AND REMOTE INTAKE AIR PIPING REQUIRES SUPPORTS, BLOWER ATTACHMENT POINTS ARE NON-LOAD BEARING
- 12" REMOTE AIR INTAKE ADAPTER, FLEX COUPLING AND FLANGE ADAPTER SUPPLIED BY INOVAIR
- 8" DISCHARGE EXPANSION JOINT, CHECK VALVE AND ISOLATION VALVE SUPPLIED BY INOVAIR
- ALL OTHER PIPING DESIGNED AND SUPPLIED BY OTHERS

ALL UNITS ARE INCHES UNLESS OTHERWISE SPECIFIED

TOLERANCES UNLESS OTHERWISE SPECIFIED:

- 1 PLACE DECIMAL ±0.060
- 2 PLACE DECIMAL ±0.040
- 3 PLACE DECIMAL ±0.020
- FRACTIONAL < 1" ±1/32
- FRACTIONAL ≥ 1" ±1/16
- ANGULAR ±'0.5

PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF ACCESSIBLE TECHNOLOGIES. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF ACCESSIBLE TECHNOLOGIES IS PROHIBITED.

DWG. SIZE: **B**

DESCRIPTION: IM-20 - MONTAGUE, MA - 75 HP 12IN REMOTE AIR UNIT

FINISH: IM-20 SALES LAYOUT - MONTAGUE, MA

MATERIAL: PER SALES ORDER

ENGINEER: RLJ CHECKED: --

SCALE: 1:18 DATE: 10/20/2022

Accessible Technologies
14801 W 114th Terr.
Lenexa, KS 66215
PH: 913-338-2886
FAX: 913-338-2879



PART #: IM-20 SALES LAYOUT - MONTAGUE, MA

FINISH: IM-20 SALES LAYOUT - MONTAGUE, MA

MATERIAL: PER SALES ORDER

ENGINEER: RLJ CHECKED: --

SCALE: 1:18 DATE: 10/20/2022

REVISIONS				
REV.	DESCRIPTION	ECO	DATE	ENG
A	INITIAL RELEASE	---	10/20/2022	RLJ

5 4 3 2 1

A B C D E F G H I J



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeomskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Clean Water Facility

Address of applicant: 34 Greenfield Rd, Montague MA 01351

Phone # of applicant: 413-773-8865

Name of organization: " "

Name of legally responsible person: Chelsey Little

Location of assembly: 34 Greenfield Rd

Date of assembly: April 22, 2024

Time of assembly: Begin: 1PM End: 2PM

Number of expected participants: 20

If a procession/parade:

Route: /

Number of people expected to participate: /

Number of vehicles expected to participate: /

Subject of demonstration: - CWF + DCR Bike Path Sign Art Reveal
- 4th Annual Earth Day Celebration

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

*****Signatures:

Police Chief: _____ Date: _____

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

Montague Permitted Discharge Summary February 2024

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.640
BOD mg/L	30 mg/L (Average Monthly Max)	4.3
BOD % Removal	>/= 85.0% (Average Monthly)	97.7%
TSS mg/L	30 mg/L (Average Monthly Max)	5.3
TSS % Removal	>/= 85.0% (Average Monthly)	97.9%
pH Low	6.0 SU (Daily)	6.95
pH High	8.3 SU (Daily)	7.68
Total Nitrogen	153 lbs/day (Average Monthly Max)	25.5

MGD=Millions of Gallons per Day (standard water/wastewater flow measurement)

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

*Note: Summary subject to change pending final data review and submittal to EPA/DEP

Bid Overrun Account

Spending Request Form

For requests to the Selectboard for use of available funds in the Bid/Project Overrun Account (001-5-950-5122-032)

Authorization to spend \$1500.00

For: To provide funds necessary to complete initial phase of the evaluation of the historic Blacksmith Shop building in Montague Center. This will supplement the 3/2/23 Annual Town Meeting article #12 (001-5-950-5630-012) appropriation of \$2,000.

Request Date:

Affirmation of Approval:

Selectboard Chair

Date

Balance before transfer: \$25,000.00

Balance post transfer: \$23,500.00

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 2054

General Information:

Full name of employee: Eric Cole Department: DPW

Title: Truck Driver/Laborer Effective date of change: 03/12/2024

New Hire:

Permanent: Y N If temporary, estimated length of service: _____

Hours per Week: _____ Union: _____

Pay: Grade _____ Step _____ Wage Rate: _____ (~~annual~~/ hourly)

Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: UE

Old Pay: Grade C Step 3 Wage Rate: \$21.90 (~~annual~~/hourly)

New Pay: Grade C Step 3 Wage Rate: \$21.90 (~~annual~~/ hourly)

Notes:

Termination of Employment:

Resignation: _____ Layoff: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

X Other/Specify: Change position from building maintenance to truck driver/laborer.

Termination Date: _____

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board

Name: Bell-Upp, Dorinda

MONTAGUE APPOINTED OFFICIAL

NAME: Dorinda Bell-Upp

DATE: 3/11/2024

COMMITTEE: STRPB District Regional Agreement Subcommittee

TERM: Until finished

TERM EXPIRATION: Until Finished

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 03/12/24

Dorinda Bell-Upp personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the STRPB District Regional Agreement Subcommittee according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.



Community Services Agreement

RCAP Mission

RCAP Solutions is the Northeast and Caribbean affiliate of the Rural Community Assistance Partnership (RCAP). RCAP is a national network of regional nonprofit organizations that provide comprehensive, on-site technical assistance and training to help small, rural communities address their drinking water, wastewater, and other community development needs. The ability of RCAP Solutions, Inc. (RCAP) to aid communities free of charge is dependent on grants received by RCAP. We are pleased to convey that for this program year, we have funding which allows for our services to be provided at no charge to your community.

Project Summary

The Town of Montague seeks to pursue USDA Rural Development Community Facilities Grant funds to purchase a new police cruiser for its police department. RCAP Solutions seeks to provide Technical Assistance Services to the Town of Montague in pursuit of the aforementioned USDA Rural Development Community Facilities Grant.

Technical Assistance Description

Specific tasks to be conducted by RCAP include:

1. Assist with the development and submission of a grant application.
2. Provide guidance for the collection of relevant supporting documentation.
3. Advise the community on necessary steps to grant application submission such as selecting officers and holding votes/public meetings.
4. Review of financial documents and other associated attachments.

Town of Montague responsibilities:

- Designate a representative to serve as primary contact for the project.
- Maintain regular communication with RCAP through e-mail and/or telephone.
- Provide access to financial reports and other applicable data in order to perform the services described above.
- Hold public meetings as denoted in the USDA application process in accordance with state and local law.
- Sign/execute documents related to the grant application as directed by RCAP staff.
- Retain the services of legal counsel, if needed.
- Indemnify and hold harmless RCAP from consequences resulting from actions taken by as a result of RCAP deliverables.

Anticipated Technical Assistance Service Period

The service period will be defined as follows: March 2024 – July 2024 (may be adjusted during the project as necessary).

Agreement

Upon signing by both parties, this document will serve as a Community Services Agreement and Work Plan guiding the provision of technical assistance to the community. If for any reason, either party is unable or unwilling to continue with this project, they agree to promptly notify the other party and to provide an explanation of why the project is not being continued.

RCAP Solutions State Manager (Print)

____Richard Kuklewicz, Selectboard Chair____
Community Signatory (Print), Title

RCAP Solutions State Manager (Signature)

Community Signatory (Signature)

____/____/_____
Date

__3__ / __11_ / _2024_____
Date

From: [Andrea Donlon](#)
To: ["Ray Purington/Gill Selectboard"](#); [StevenE - Montague Town Administrator](#); [Walter Ramsey](#); [Bryan Smith](#); ["allamas@northfieldma.gov"](#); ["Barbara Jacque"](#)
Cc: [Kimberly Noake MacPhee](#)
Subject: Hydro relicensing - upcoming deadlines
Date: Friday, March 1, 2024 2:19:11 PM
Attachments: [Northfield Mountain P-2485-071 REA Notice 02-22-2024.docx](#)
[Turners Falls P-1889-085 REA Notice 02-22-2024.docx](#)

Importance: High

Dear Town Administrators,

As you may have seen in yesterday's Recorder, [the long-awaited moment is here](#): On February 22, FERC issued their Ready for Environmental Analysis "REA" notices for the Northfield Mountain Pumped Storage Project and the Turners Falls project. The REA restarts the FERC relicensing process and opens a 60-day comment period for stakeholders to file motions to intervene and comments. See attached.

Submitting a Motion to Intervene is important and required if the town wishes to have legal standing in the FERC process. [The deadline for submitting the Motion to Intervene and comments to FERC is April 22](#). FRCOG is available to assist each town with preparing the Motion to Intervene and we will be sending a draft to each town for review in early March. In addition to reviewing this document, we've put together a list of items for your consideration. Please feel free to contact me if you have any questions or need assistance.

- [The Select Board is the signatory to the Motion to Intervene](#) and it must be e-filed with FERC by April 22nd. We can assist the town with the e-filing process. An account must be established for the town if one does not already exist. It is better to create an account now or confirm an existing account so we don't hit any e-filing snags and miss the deadline.
- [Share with town residents the opportunity to submit comments to FERC](#). The Connecticut River Conservancy has great information on their website and in their Hydropower Update newsletter. They are available (virtual office hours) to answer questions <https://www.criver.org/event/hydropower-office-hours/> and assist town residents in drafting comments. CRC has also developed a Comment Guide at <https://www.criver.org/wp-content/uploads/CRC-FERC-Comment-Guide-updated-2.22.24.pdf>
- [Discuss whether there are any non-recreational or fish/flows issues related to the hydropower projects that are of interest to your town](#). If so, please start assembling comments and let us know so we can assist with putting the comments into the appropriate format. We'll be sharing FRCOG's erosion comments for your consideration as appropriate to your town. An important thing to keep in mind is that your town signed the Recreation Settlement Agreement and that means town comments must support that agreement and not oppose any element of the fish and flows settlement. This is an important legal distinction that our lawyers will make sure FRCOG and the towns adhere to so our comments don't get rejected by FERC and we don't contravene the terms of the Recreation Settlement Agreement.

- One area to consider in comments is FirstLight's **Historical Properties Management Plan (HPMP)** that was prepared as part of the Amended Final License Application dated December 2020. FirstLight submitted the HPMP with the intention that this document be the plan they follow for the next 50 years – **so it is important for the town to review it and submit comments** (*this is an area of relicensing that nobody else is looking at other than possibly Mass. Historical Commission*). If there are no comments on it, FERC will likely accept it as written. The town or its Historical Commission should have received a copy. If not, please contact Mark Wamser ASAP at mwamser@gomezandsullivan.com and request a copy.
- You may also recall that FERC required FirstLight to conduct a **Traditional Cultural Properties** (TCP) study (study 3.7.3). This is a separate study from one about historical properties, and it ideally would inform the HPMP. For various reasons, the TCP was very incomplete and has not been incorporated into the HPMP. I will be working with Joe Graveline from Nolumbeka Project to craft a couple of sentences that the towns can consider adding into a comment letter to support the efforts of tribal groups and indigenous ally organizations.
- Our attorney Ron Shems is continuing to work with us to make sure our filings adequately articulate our needs. He is also now working with a colleague, David Mears, who will be reviewing our filings. I am familiar with David through my earlier position at CRC – you can read his bio at <https://www.tarrantgillies.com/our-team/david-k-mears/>

In addition to the FERC process, the **401 Water Quality Certification** through MassDEP will begin soon. FirstLight is required to file their application to DEP within 60 days of the REA notice posting. FirstLight has posted in the FERC docket a letter to DEP requesting to have a pre-filing meeting. We expect the 401 application to be filed within the next month or so. That will trigger another comment period, as outlined on DEP's web page: <https://www.mass.gov/info-details/401-wqc-for-the-firstlight-hydroelectric-re-licensing-project>. This web page has a place where you can sign up to get updates – I just got my first update message this afternoon. **Will your town be interested in attending the hearing and filing comments?** We will be in touch soon about coordinating our comments on erosion and the 401.

Andrea and Kimberly

Andrea Donlon (she/her)

Senior Land Use & Natural Resources Planner

Franklin Regional Council of Governments

12 Olive Street, Suite 2

Greenfield MA 01301

Office phone: 413-774-3167 x127

Cell phone: 413-325-4426

Email: adonlon@frcog.org



www.frcog.org | [Find us on Facebook](#) | X (Twitter): [@FranklinCOG](#)

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

FirstLight MA Hydro LLC

Project No. 1889-085

NOTICE OF APPLICATION ACCEPTED FOR FILING, SOLICITING MOTIONS TO
INTERVENE AND PROTESTS, READY FOR ENVIRONMENTAL ANALYSIS,
AND SOLICITING COMMENTS, RECOMMENDATIONS, PRELIMINARY TERMS
AND CONDITIONS, AND PRELIMINARY FISHWAY PRESCRIPTIONS

(February 22, 2024)

Take notice that the following hydroelectric application has been filed with the Commission and is available for public inspection.

- a. Type of Application: New Major License
- b. Project No.: 1889-085
- c. Date Filed: April 29, 2016; material amendment filed December 4, 2020
- d. Applicant: FirstLight MA Hydro LLC (FirstLight)
- e. Name of Project: Turners Falls Hydroelectric Project (project)
- f. Location: The project is located on the Connecticut River in Windham County, Vermont, Cheshire County, New Hampshire, and Franklin County, Massachusetts. The current project boundary includes the approximately 20-acre Silvio Conte Anadromous Fish Laboratory, which is administered by the U.S. Geological Survey.
- g. Filed Pursuant to: Federal Power Act 16 U.S.C. §§ 791(a) - 825(r)
- h. Applicant Contact: Mr. Alan Douglass, Regulatory Compliance Manager, 99 Millers Falls Road, Northfield, MA 01360; (413) 659-4416 or alan.douglass@firstlightpower.com
- i. FERC Contact: Steve Kartalia, (202) 502-6131 or stephen.kartalia@ferc.gov

j. Deadline for filing motions to intervene and protests, comments, recommendations, preliminary terms and conditions, and preliminary fishway prescriptions: 60 days from the issuance date of this notice; reply comments are due 105 days from the issuance date of this notice.

The Commission strongly encourages electronic filing. Please file motions to intervene and protests, comments, recommendations, terms and conditions, and prescriptions using the Commission's eFiling system at <https://ferconline.ferc.gov/FERCOnline.aspx>. Commenters can submit brief comments up to 6,000 characters, without prior registration, using the eComment system at <https://ferconline.ferc.gov/QuickComment.aspx>. You must include your name and contact information at the end of your comments. For assistance, please contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY). In lieu of electronic filing, you may submit a paper copy. Submissions sent via the U.S. Postal Service must be addressed to: Debbie-Anne A. Reese, Acting Secretary, Federal Energy Regulatory Commission, 888 First Street NE, Room 1A, Washington, DC 20426. Submissions sent via any other carrier must be addressed to: Debbie-Anne A. Reese, Acting Secretary, Federal Energy Regulatory Commission, 12225 Wilkins Avenue, Rockville, Maryland 20852. The first page of any filing should include docket number P-1889-085.

The Commission's Rules of Practice require all intervenors filing documents with the Commission to serve a copy of that document on each person on the official service list for the project. Further, if an intervenor files comments or documents with the Commission relating to the merits of an issue that may affect the responsibilities of a particular resource agency, they must also serve a copy of the document on that resource agency.

k. This application has been accepted and is ready for environmental analysis at this time.

l. Project Description: The Turners Falls Project consists of: (1) a 630-foot-long, 35-foot-high dam (Montague dam) that includes: (a) four 120-foot-wide, 13.25-foot-high bascule gates; and (b) a 170-foot-long fixed section with a crest elevation of 185.5 feet National Geodetic Vertical Datum of 1929 (NGVD 29); (2) a 493-foot-long, 55-foot-high dam (Gill dam) that includes: (a) three 40-foot-wide, 39-foot-high tainter gates; and (b) 97.3- and 207.5-foot-long fixed sections with crest elevations of 185.5 feet NGVD 29; (3) a 2,110-acre impoundment with a useable storage volume of 16,150 acre-feet between elevations 176.0 feet and 185.0 feet NGVD 29; (4) a 214-foot-long, 33-foot-high gatehouse that includes six 9-foot-wide, 10.66-foot-high gates and nine 9.5-foot-wide, 12.6-foot-high gates; (5) a 2.1-mile-long, 120- to 920-foot-wide, 17- to 30-foot-deep power canal; (6) a 700-foot-long, 100-foot-wide, 16- to 23-foot-deep branch canal; (7)

the Station No.1 generating facility that includes: (a) eight 15-foot-wide bays with trashracks with 2.625-inch clear-bar spacing; (b) four 100-foot-long, 13.1- to 14-foot-diameter penstocks; (c) a 134-foot-long, 64-foot-wide powerhouse that contains five turbine-generator units with a total installed capacity of 5.693 megawatts (MW); (d) four 21-foot-long, 6.5-foot-diameter draft tubes; (e) five 40- to 70-foot-long, 2.4-kilovolt (kV) generator leads that connect the turbine-generator units to a generator bus; (f) a 110-foot-long, 2.4-kV generator lead that connects the generator bus to a substation; and (g) a 20-foot-long, 2.4-kV generator lead that connects the substation to three transformers; (8) the Cabot Station generating facility that includes: (a) an intake structure with 217-foot-wide, 31-foot-high trashracks with 0.94-inch and 3.56-inch clear-bar spacing; (b) six 70-foot-long penstocks; (c) a 235-foot-long, 79.5-foot-wide powerhouse that contains six turbine-generator units with a total installed capacity of 62.016 MW; (d) six 41-foot-long, 12.5- to 14.5-foot-diameter draft tubes; (e) six 80- to 250-foot-long, 13.8-kV generator leads that connect the turbine-generator units to a generator bus; (f) a 60-foot-long, 13.8-kV generator lead that connects the generator bus to the powerhouse roof; and (g) a 200-foot-long, 13.8-kV generator lead that connects to a transformer; (9) eight 13.6-foot-wide, 16.7-foot-high power canal spillway gates that are adjacent to Cabot Station; (10) a 16.2-foot-wide, 13.1-foot-high log sluice gate in the Cabot Station forebay with an 8-foot-wide weir for downstream fish passage; (11) a 200-foot-long, 7-foot-diameter drainage tunnel (Keith Drainage Tunnel) and headgate; (12) a 955-foot-long, 5-foot-diameter lower drainage tunnel; (13) an 850-foot-long, 16-foot-wide, 10-foot-high fishway (Cabot fishway); (14) a 500-foot-long, 10-foot-wide, 10-foot-high fishway (Spillway fishway); (15) a 225-foot-long, 16-foot-wide, 17.5-foot-high fishway (Gatehouse fishway); and (16) appurtenant facilities.

The Turners Falls Project operates in peaking and run-of-river modes, depending on inflows. Average annual generation from 2011–2019 was approximately 332,351 MW-hours.

FirstLight proposes three changes to the current project boundary: (1) remove 0.2 acre of land associated with residential property; (2) add 0.8 acre of land for recreational purposes; and (3) remove 20.1 acres of land associated with the U.S. Geological Survey's Silvio Conte Anadromous Fish Laboratory.

FirstLight proposes to construct new fish passage facilities and recreational access trails. FirstLight also proposes changes to project operation that would generally reduce impoundment fluctuations and increase flow releases to the portion of the Connecticut River that is bypassed by the project. The specific proposed changes are described in the amended application and the settlement agreements filed on March 31, 2023 and June 12, 2023.

m. A copy of the application can be viewed on the Commission's website at <http://www.ferc.gov> using the "eLibrary" link. Enter the docket number excluding the last three digits in the docket number field to access the document. For assistance, contact FERC Online Support.

n. Anyone may submit comments, a protest, or a motion to intervene in accordance with the requirements of Rules of Practice and Procedure, 18 C.F.R. §§ 385.210, .211, and .214. In determining the appropriate action to take, the Commission will consider all protests or other comments filed, but only those who file a motion to intervene in accordance with the Commission's Rules may become a party to the proceeding. Any comments, protests, or motions to intervene must be received on or before the specified comment date for the particular application.

All filings must: (1) bear in all capital letters the title "PROTEST," "MOTION TO INTERVENE," "COMMENTS," "REPLY COMMENTS," "RECOMMENDATIONS," "PRELIMINARY TERMS AND CONDITIONS," or "PRELIMINARY FISHWAY PRESCRIPTIONS;" (2) set forth in the heading the name of the applicant and the project number of the application to which the filing responds; (3) furnish the name, address, and telephone number of the person submitting the filing; and (4) otherwise comply with the requirements of 18 CFR §§ 385.2001 through 385.2005. All comments, recommendations, terms and conditions, or prescriptions must set forth their evidentiary basis and otherwise comply with the requirements of 18 CFR § 4.34(b). Agencies may obtain copies of the application directly from the applicant. A copy of any protest or motion to intervene must be served upon each representative of the applicant specified in the particular application. A copy of all other filings in reference to this application must be accompanied by proof of service on all persons listed on the service list prepared by the Commission in this proceeding, in accordance with 18 CFR §§ 4.34(b) and 385.2010.

The Commission's Office of Public Participation (OPP) supports meaningful public engagement and participation in Commission proceedings. OPP can help members of the public, including landowners, environmental justice communities, Tribal members and others, access publicly available information and navigate Commission processes. For public inquiries and assistance with making filings such as interventions, comments, or requests for rehearing, the public is encouraged to contact OPP at (202) 502-6595 or OPP@ferc.gov.

You may also register online at <https://ferconline.ferc.gov/FERCOOnline.aspx> to be notified via email of new filings and issuances related to this or other pending projects. For assistance, contact FERC Online Support.

o. The applicant must file no later than 60 days following the date of issuance of this notice: (1) a copy of the water quality certification; (2) a copy of the request for

certification, including proof of the date on which the certifying agency received the request; or (3) evidence of waiver of water quality certification.

p. Procedural Schedule: The application will be processed according to the following schedule. Revisions to the schedule will be made as appropriate.

<u>MILESTONE</u>	<u>TARGET DATE</u>
Deadline for filing motions to intervene, protests, comments, recommendations, preliminary terms and conditions, and preliminary fishway prescriptions	April 2024
Deadline for filing reply comments	May 2024

q. Final amendments to the application must be filed with the Commission no later than 30 days from the issuance date of this notice.

Debbie-Anne A. Reese,
Acting Secretary.



Department of Veteran Services

294 Main Street • Greenfield, MA 01301

Phone 413-772-1571 • Fax 413-772-1401

www.greenfield-ma.gov

Christopher Demars, Director
 Laura Thorne, Assistant
 Stacey Geneczko, Deputy Director
 Jeffrey Cochran, VSO

UPPER PIONEER VALLEY VETERANS' SERVICES DISTRICT

Veteran Resource and Referral Center located in Greenfield, satellite locations throughout the district

February 5, 2024

Member Towns

Ashfield
 Bernardston
 Buckland
 Charlemont
 Colrain
 Conway
 Deerfield
 Erving
 Gill
 Greenfield
 Hawley
 Heath
 Leverett
 Leyden
 Monroe
 Montague
 New Salem
 Northfield
 Plainfield
 Rowe
 Shelburne
 Shutesbury
 Sunderland
 Warwick
 Wendell
 Whately

Town of Montague Select Board
 1 Avenue A
 Turners Falls, MA 01376

Dear Select board,

The Upper Pioneer Valley Veterans Services District requested a three year approval from the Commonwealth of Massachusetts on January 3, 2022. The Commonwealth issued a two year approval starting July 1, 2022 and ending on July 1, 2024. The District will be processing the request to the Executive Office of Veteran Services to extend the District for two more years.

Individual member towns must now vote through their respective select boards to continue on as members of the district for the next two years.

All terms of the original inter-municipal remain the same with Greenfield paying 56% of the district budget and the remaining 44% being assessed to the other member towns. Only the total population has been adjusted.

Please review the enclosed agreement and sign by your town's respective signature line. We ask that you vote and return the agreement to our office no later than April 1, 2024. Towns not wishing to continue membership must do so by April 1, 2024 so district assessments may be adjusted. Towns wishing to withdraw from the district must also present a plan for providing veterans' services in accordance with M.G.L. Ch 115 to the state no later than April 1, 2024.

We, of course, hope you will chose to remain a member of our district. Should you have any questions or require my attendance at a select board meeting please let me know.

Respectfully,

Chris Demars
 Director



Virginia Desorgher
Mayor

City of
GREENFIELD, MASSACHUSETTS
DEPARTMENT OF VETERANS SERVICES

Christopher Demars, Director
294 Main Street • Greenfield, MA 01301
Phone 413-772-1571 • Fax 413-772-1401
Christopher.Demars@greenfield-ma.gov • www.greenfield-ma.gov

UPPER PIONEER VALLEY VETERANS' SERVICES DISTRICT

District Composition:

The Upper Pioneer Valley Veterans' Services District (the District) is comprised of one city, 25 Franklin County towns, and one Hampshire County town with a total district population of 63,999 (2022 census). (See Appendix A) Ref: M.G.L. c. 115, §§ 2, 10, and 14; 1972 Mass. Acts c. 471, §§ 1-3 *et seq.*

Reasonable Geographical Proximity of Municipalities Within the District:

As a whole, all municipalities within the district adjoin one another. The district is divided basically along geographical lines with an Eastern County and Western County divided by the I-91/Connecticut River corridor. Ref: M.G.L. c. 115, §§ 2, 10, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 12.00. 14.

Personnel Staffing for the District:

The Upper Pioneer Valley Veterans' Services District employs three veterans' services officers and an adequate number of clerical support staff. Specifically, the district employs one (1) full-time director of the veterans' services district, one (1) full-time deputy director, one (1) full-time veterans' agent, and one (1) full-time clerical support worker. The district's staffing reflects the Massachusetts Department of Veteran Services guidelines for the minimum personnel staffing requirements for veterans' services districts. Ref: M.G.L. c. 4, § 7(43); M.G.L. c. 115, §§ 1, 3, 10, 11, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 2.02; 108 CMR 12.00.

Business Hours and Locations within the District:

The Upper Pioneer Valley Veterans' Services District's main office is located at the Greenfield Veterans' Resource and Referral Center, 294 Main Street, Greenfield, separate and apart from other city offices, and maintains regular business hours from 8:30 a.m. to 5:00 p.m., five days per week (Monday through Friday). The main office is staffed by the district's one full-time clerical support member and the District Director. The District will maintain satellite offices, with space provided by member communities at no cost to the district, with the VSOs setting schedules as needed in their respective eastern and western municipalities. Ref: M.G.L. c. 115, §§ 10, 11, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 12.00.

Upper Pioneer Valley Veterans' Services Inter-Municipal Agreement

Pursuant to c.40, sec 4A, this Agreement, approved by the Mayor and Greenfield City Council and the Select Boards of the participating Towns, is hereby entered into and is effective from this first day of July 2024, by and between the City of Greenfield and the participating towns. This agreement contractually enables the Director of Greenfield's Veterans' Resource and Referral Center, and such other Veterans' Service Officers as shall be on the staff of such office, to perform the duties of such office for all of the towns which are party to this agreement. The terms of this contract shall be for Fiscal Years 2025 and 2026, namely July 1, 2024 through June 30, 2026.

1. Such duties will be performed in the Greenfield office of the City's Veterans' Services Office during regularly scheduled business hours or in the member towns during weekly office hours there or during normal office hours.
2. It is understood and agreed that the distribution of benefits payable to Veterans in the member towns under the provisions of Chapter 115 of the Massachusetts General Laws shall be paid by the Treasurer of the member Town in which that Veteran resides or by such method that the Commonwealth sees fit as determined by the Massachusetts Legislature or the Massachusetts Department of Veterans' Services.
3. It is understood and agreed that the reimbursement of Veterans' benefits from the Commonwealth of Massachusetts will be credited to the member Town in which that Veteran resides.
4. All District employees shall be employees of the City of Greenfield. The City of Greenfield shall pay all reasonable and customary salaries and District operating expenses with assessments collected from all District member towns. The Director of the District and will supervise all staff in their duties as related to the office in the various towns. These duties shall include the application of M.G.L. Ch 115, filing for federal benefits, assistance with housing, employment, health insurance, and burial benefits. The Director may assign other duties as required by M.G.L. Ch 115 in the performance of the office to include work schedules and appointments as needed.
5. A Member Board shall be created with one primary representative and one alternate representative from each member community. Each community shall have only one vote in matters that come before the Board. The Board shall meet as needed but no less than twice a year and shall address all issues related to the implementation of this District.
6. The Greenfield office shall work with local Veterans Councils from the member communities to assist the Councils in coordinating all ceremonies and parades in all member communities, so long as it does not interfere with the VSO's primary duties.
7. The Greenfield office shall comply with the DVS Directive, dated June 8, 2009, to utilize a paperless web based system which will allow for the submission of member communities' benefit reimbursement requests to the Commonwealth of Massachusetts. Examples of such technology include but are not limited to internet access, fax access, photocopier access and office space.
8. For the term of this agreement, annually by February 1st, each member town will provide a quantity of cemetery flags needed to the district. The District will order the flags, bill the towns, and process reimbursement for each member town.
9. Assessments to the District shall be made payable to the City of Greenfield and mailed to the Upper Pioneer Valley Veterans' Services District c/o Town Hall, 14 Court Square, Greenfield, MA 01301 no later than July 15th of each year.

10. Any budget surplus at the end of each fiscal year will be refunded to each member town according to the EQV/Population model used in the initial assessment. Each fiscal year the District will present a new assessment schedule for the member towns based on any budget increases/decreases incurred or expected based on normal costs of doing business such as indirect employee costs and negotiated union contracts.

11. A member municipality may withdraw from a veterans' services district by vote of its legislative body (selectmen or city council) at the end of a fiscal year if such withdrawal is voted on not less than sixty (60) days prior to the end of the municipality's fiscal year and notice of such vote is filed with the other municipalities comprising the district. The parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.

12. If towns opt to join or leave the District, it is understood that the annual assessments of the other member towns will change.

The new Upper Pioneer Valley Veterans' Services District will base assessments on 50% Equalized Valuation (EQV) and 50% US Census population. EQV will use the most recent "Final" figures as published by the Massachusetts Department of Revenue and population will use figures from the most recent decennial census conducted by the US Census Bureau. Submitted assessments are based on the cities/towns listed below (see Appendix B for assessments based on EQV and Population).

In the fall of every year of this agreement, the Upper Pioneer Valley Veterans' Services District will provide assessments to the member communities based on the 50% EQV-50% Population model. This will provide member communities time to consider membership in the district for the upcoming fiscal year within the guidelines in accordance with MGL Ch 115 District formation. Towns not wishing to join must notify MA DVS and submit their own plan for compliance of their municipality with MGL Ch 115. The remaining district assessments would be recalculated and resubmitted to the remaining communities for approval. **Fiscal Year 2016 serves as the base year in establishing the district budget. The City of Greenfield will assume 56% of the district budget. The balance of the budget will be assessed to all remaining signatory communities listed below.**

All remaining costs associated with the operation of the Upper Pioneer Valley Veterans' Services District shall be paid by the City of Greenfield.

This agreement may be renewed on a tri-annual basis by mutual written agreement of all the parties.

City of Greenfield:

Mayor

date

Town of Ashfield:

Select Board Chair

date

Town of Bernardston:

Select Board Chair

date

Town of Buckland:

Select Board Chair

date

Town of Charlemont:

Select Board Chair

date

Town of Colrain:

Select Board Chair

date

Town of Conway:

Select Board Chair

date

Town of Deerfield:

Select Board Chair

date

Town of Erving:

Select Board Chair

date

Town of Gill:

Select Board Chair

date

Town of Hawley:

Select Board Chair

date

Town of Heath:

Select Board Chair

date

Town of Leverett:

Select Board Chair

date

Town of Leyden:

Select Board Chair

date

Town of Monroe:

Select Board Chair

date

Town of Montague:

Select Board Chair

date

Town of New Salem:

Select Board Chair

date

Town of Northfield:

Select Board Chair

date

Town of Plainfield:

Select Board Chair

date

Town of Rowe:

Select Board Chair

date

Town of Shelburne:

Select Board Chair

date

Town of Shutesbury:

Select Board Chair

date

Town of Sunderland:

Select Board Chair

date

Town of Warwick:

Select Board Chair

date

Town of Wendell:

Select Board Chair

date

Town of Whately:

Select Board Chair

date



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
DEPARTMENT OF VETERANS' SERVICES
600 WASHINGTON STREET, 7TH FLOOR
BOSTON, MA 02111
TEL: (617) 210-5480 FAX: (617) 210-5755 TTY: (617) 210-5883
WWW.MASS.GOV/VETERANS

CHARLES D. BAKER
Governor

MARYLOU SUDDERS
Secretary, EOHHS

KARVN E. POLITO
Lieutenant Governor

CHERYL LUSSIER POPPE
Secretary, DVS

Upper Pioneer Valley Veterans Service District
Roxann Wedegartner
Mayor
14 Court Square
Greenfield, MA. 01301

January 7, 2022

Dear Mayor Wedegartner:

On January 3, 2022, DVS received Upper Pioneer Valley re-application for continued operation of a veterans' services district for the City of Greenfield and the Towns of Ashfield, Bernardston, Buckland, Charlemont, Colrain, Conway, Deerfield, Erving, Gill, Hawley, Heath, Leverett, Leyden, Monroe, Montague, New Salem, Northfield, Plainfield, Rowe, Shelburne, Shutesbury, Sunderland, Warwick, Wendell, and Whatley. DVS has completed its sufficiency review of the re-application. Upper Pioneer Valley Veterans' Services District hereby is granted continued approval for a period of two years commencing on July 1, 2022, to operate under the terms presented in its re-application, and in compliance with all applicable laws, regulations, and directives of DVS.

This approval is effective for two years and shall expire on July 1, 2024. If you wish to continue to operate the district after this expiration date, then you should submit your re-application for continued veterans' services district status not later than 30 days prior to expiration date.

Congratulations, again! We look forward to continuing to work with you and your team to provide the nation's best veterans' benefits and services to Massachusetts veterans and their families.

Sincerely,

Evan Makrinikolas
Compliance Director
Department of Veterans Services



Massachusetts Select Board Association

www.mma.org

Annual Massachusetts Select Board Association

Rural and Western MA Conference

Saturday, April 27 | 8:30 a.m.-1:00 p.m.

Hotel Northampton, 36 King Street, Northampton

[Register](#)

Dear MMA Members,

Registration is now open for the annual Massachusetts Select Board Associations's Rural and Western Massachusetts Conference, which will be held this year on **Saturday, April 27 at Hotel Northampton in Northampton.**



Anne Gobi, Director of Rural Affairs at the MA Executive Office of Economic Development, will deliver the keynote address. A former state senator representing communities in Worcester and Hampden counties, Gobi has a deep understanding of the challenges facing rural municipalities, as well as their unique needs.

Gobi was appointed to the newly created role by the Healey-Driscoll administration last June. She will take questions following her presentation. The agenda also includes a legislative panel focused on rural priorities and a session on creative strategies for affordable housing development.

The conference will be held at Hotel Northampton at 36 King St. in Northampton. The cost to attend is \$35 and includes breakfast and lunch. A complete agenda will be available soon at mma.org.

This event is co-sponsored by:

[Rural Policy Advisory Commission](#) | [Massachusetts Select Board Association](#)
[Berkshire Regional Planning Commission](#) | [Franklin Regional Council of Governments](#)
[Pioneer Valley Planning Commission](#) | [Small Town Administrators of Massachusetts](#)

[Register](#)

Please contact MMA Member Program Coordinator Anneke Craig with questions at acraig@mma.org or 617-426-7272, ext. 104.



Massachusetts Municipal Association
3 Center Plaza
Suite 610
Boston, MA 02108
(617) 426-7272 | [Email Us](#) | [View our website](#)

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FRANKLIN COUNTY SHERIFF'S REGIONAL DOG SHELTER YEAR END MEETING

When: Wednesday, March 13th, 2024

**Where: Greenfield Public Library
412 Main Street, Greenfield, Ma 01301**

Time: 5:15 pm (*A light meal will be provided by the FC-Sheriff's Office*)

- 🐾 We will have a power point presentation about our year and some interesting facts will be discussed.**
- 🐾 This year we are having our friends From the District attorney's office Erin Aiello and Bill Loiselle from the MSPCA speak about the Animal Task force that was formed last year.**
- 🐾 Followed by an open questions and answers period.**

Please RSVP by March 1, 2024 by calling (413) 676-9182 or emailing us at fcsodogshelter@gmail.com so we can get a headcount for food.

HOLD THE *FOAM!*

Free Styrofoam Block Recycling Collections

On 4 dates:

**Saturdays in April:
6, 13, 20, and 27,
2024**

9 am – 12 noon

At 4 locations:

open only to residents of these towns:

- ✓ **Leverett Transfer Station**
5 Cemetery Rd, Leverett
- ✓ **Montague Transfer Station**
11 Sandy Lane, Turners Falls
- ✓ **Northfield Transfer Station**
31 Caldwell Rd, Northfield
- ✓ **Wendell Recycling and Transfer Station**
341 New Salem Rd, Wendell

YES – DO bring: #6 PS/EPS Expanded Polystyrene:

- ✓ White foam packing blocks, sheets, and Styrofoam coolers *only*
Remove any tape, labels, cardboard, or wood before the event.



NO - DO NOT bring:

- ⊗ NO wet or dirty foam
- ⊗ NO food related items: no cups, plates, meat trays, egg cartons, or take-out containers
- ⊗ NO packing peanuts
- ⊗ NO #4 (LDPE) foam
- ⊗ NO insulation board (XPS)



Styrofoam, EPS and other foams are NOT accepted in household recycling in Massachusetts. Foam from these events will be recycled at Gold Circuit E-Cycling in Agawam. MI-BOX Moving & Storage supports this project with discounted rates.

For more information, contact Franklin County Solid Waste District: info@franklincountywastedistrict.org or 413-772-2438.

MA Relay for the hearing impaired: 711 or 1-800-439-2370 (TTY/TDD)